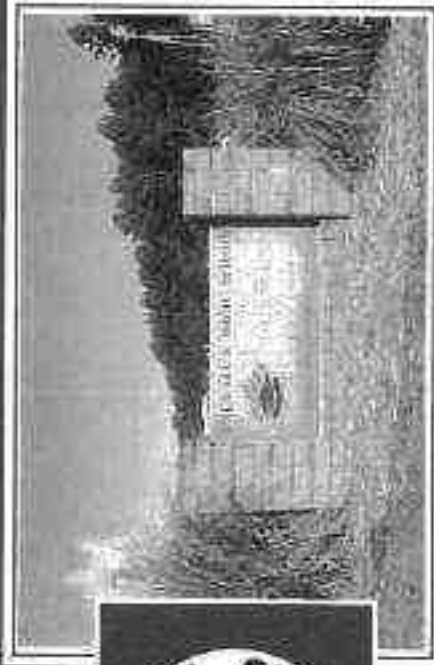


6/3/08



# OCCONEE COUNTY COUNCIL

would like to  
welcome everyone to

# WALHALLA HIGH SCHOOL

We would like to extend our sincere thanks  
to the Staff and Students at Walhalla High  
School for their assistance in making  
tonight's meeting a success.

Susie Cornelius  
170 Old Mill Lane  
Mountain Rest SC

June 2, 2008

### Comments on Public Hearing Oconee County Proposed Budget 2008-2009

If the proposed capital projects in the budget are approved, millage will have to be increased AFTER the budget is set and voted into ordinance.

Four Councilmen have been heard in public saying that the proposed budget does not require a tax increase. That is not true.

There is no line item in the budget to allow accruing funds to cover payments on the proposed bonds. Thus, those Councilmen who have suggested that this proposed budget does not call for a millage increase are, in fact, misrepresenting the effect of this budget on the taxpayer.

This week the Planning Commission was presented with a copy of capital projects in the 2008-2009 Budget requesting capital items (over \$100,000) totaling \$25 million. There are no projections for cost of operation and maintenance of the proposed capital projects, nor any suggestion for funding of O & M.

The largest named projects are:

- \$9.1 million Seneca Library – a bond project
- \$13.2 million jail – a bond project
- \$2.1 million for FairPlay projects (in the budget)
- \$223,000 payment on loan to expand county office space (this payment on \$1 million loan to be paid from reserves)
- \$250,000 to lease-purchase fire equipment (in the budget)

The budget proposal does not include \$3.5 million necessary to make the "new" courthouse ADA compliant.

The proposed capital project bond funding will cost the county its maximum bond capability just prior to a review and update of our Comprehensive Plan.

County Council should not go forward with the capital projects as shown in the budget.

end



**SIGN IN SHEET**  
**OCCONEE COUNTY COUNCIL MEETING**

DATE: June 3, 2008 7:00 p.m.

**PUBLIC HEARING**

Public comment will be limited to three minutes per person.  
Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>
Susan Watson	<i>[Signature]</i>	4011 Arrowhead Trail Seneca
Stan Smith	<i>[Signature]</i>	114 Poplar Ridge Drive Walhalla
Lorraine Lawrence	<i>[Signature]</i>	2120 Blue Ridge Blvd Seneca
John Lawrence	<i>[Signature]</i>	1303 Blue Ridge Blvd Seneca
J HAROLD THOMAS	<i>[Signature]</i>	375 EARLSTEAD WA/HALLA SC
Berry Nichols	<i>[Signature]</i>	211 West Park Dr Walhalla
WALTER IVIE	<i>[Signature]</i>	301 Beech View Ct. Seneca
SARA HORWICK	<i>[Signature]</i>	3020 LAKE KENNESA LN SENECA
Suzanne Cornelius	<i>[Signature]</i>	170 Old Mill Ln Mt Airy
Charles Graves	<i>[Signature]</i>	204 Lake Kennea Ln. Seneca 29672
RON LEPPIG	<i>[Signature]</i>	179 EAST WATERFORD DRIVE SENECA
DUANE WILSON	<i>[Signature]</i>	317 Holloway St Walhalla SC 29691
George Ireland	<i>[Signature]</i>	Seneca SC
Tom Markovich	<i>[Signature]</i>	309 Rochester Hwy Seneca SC
BUT Littleton	<i>[Signature]</i>	Walhalla

To: All Oconee County Council Members

From: Jim Smith's Garage Inc  
613 Westminster Hwy  
Westminster SC 29693

June 3 2008

Re: Ordinance 2008-14

Gentlemen,

The purpose of this letter to express our concerns regarding this ordinance. While we are somewhat agreeable with its intent, there are what we think are valid concerns that could adversely affect us:

FIRST, the ability of any administrator to promulgate regulations is dangerous without council's approval of each change. To be able to "change the rule on the fly" without proper notification to parties affected puts everyone as a potential violator. It also puts that administrator in a suspicious light if things change without notice.

What about the grandfather clause? Is there one? It's not stated in this ordinance. Our family business has been at this location since 1967? Are we to move because we are too close to our own houses? The set back requirements are so tight we would have to move property lines to comply.

(re: Section B; #'s 3,4) While you have defined licensed motor vehicles being repaired are not classified as junk, this ordinance has failed to define the repair facility. We are an ASE & I-Car certified repair facility but we ARE NOT a junkyard. We do not sell used parts nor do we dismantle any motor vehicle that is not re-assembled & made ready to drive. I think you will find this status is more the norm than the exception with most repair

facilities in this county. True salvage yards are not junkyards either but complete recycling centers if operated properly.

Jim Smith's Garage Inc. is also a towing & impoundment facility. There are MANY instances where a repaired vehicle is abandoned in lieu of the bill as well as law enforcement having had abandoned vehicles towed & the owner winds up "living" with the car. Following proper procedures through the magistrate's office can delay moving this car sometimes over 120 days.

(see G #3) The majority of fueling stations in this county are convenience stores. Are they to comply with this requirement?

We are concerned if this "lumping together" is not rectified now, future regulations could be disastrous not only to us but all automotive repair centers in this county. Under this ordinance even new auto dealerships could be in violation.

If you are to rid this county of the backyard accumulation of cars & "junk" maybe the answers lie in the permit fees, first, then regulations. If the permit fee was increased four or fivefold then the potential backyard operation would not continue.

Please take into your consideration our concerns.

Thanking you in advance for your consideration, we are

Sincerely

Bill Smith, David Smith, Rhett Smith, owners Jim Smith's Garage Inc.



Mr. Norton

Mr. Chairman, Members of the Oconee County Council and Mr. Surrett, thanks for your time this evening.

My name is Duane Wilson; I live in Walhalla and have lived in Oconee County for 44 years.

For seven consecutive years, my wife, Amy and I have camped at South Cove Park. We usually begin camping late April or early May and typically stay thru July 4<sup>th</sup>. In lieu of leaving Oconee County for vacation, we have chosen to stay here and enjoy South Cove Park for 8 to 10 weeks and spend our money locally.

The following change is being proposed for the Oconee County Campgrounds:

"April 1 - Oct 1 no waterfront campsite can be occupied for more than fourteen days (14) and the party may not rent another waterfront site for the next seven (7) days. No subleasing of sites is allowed."

As I understand it, the idea behind this change is to open up waterfront sites.

I can tell you from my seven years of consecutive camping experience that the only time the campground is full and no waterfront sites are available is the week before the major holidays - Memorial Day, July 4<sup>th</sup> and Labor Day. This year we pulled our camper in on April 30<sup>th</sup> and many many waterfront sites have been open thru out the park, until the week before Memorial Day. On Tuesday May 27<sup>th</sup>, the day after Memorial Day there were 10 waterfront campsites available. Yesterday there were 7 open waterfront sites.

Additionally, I have requested data showing total campground occupancy and waterfront occupancy during the time frame of April 1 - Oct 1 for the past 2 years. I did not receive this data.

If the issue is to open up more waterfront sites, how do we know if there is a waterfront site availability issue if we don't have hard data to support or disprove the theory? What are the occupancy rates for the time period April 1 - Oct 1 for the past few years?

Let's take a moment and picture this - I pull in and set-up camp at a waterfront site, 14 days later I have to move and there are plenty of waterfront sites open. However, I have to move into an interior lot and watch as waterfront sites (higher revenue generating sites) are available not being used.

Tonight these citizens and myself ask you to leave the campground site rules as they are presently and not adopt this proposed change.

If these camp sites rules are changed instead of campers coming in 30 days before major holidays and use a waterfront site they will wait until 14 days before the holiday and Oconee will lose revenue for those additional 16 days which translates into \$320 per campsite. So let's assume 25 campers between High Falls and South Cove do this for the 3 major holidays, Oconee could potentially lose \$8,000 and this is waterfront sites only, what would the revenue loss be for other campsites? If we change from the present 30 days to 14 days:

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 3, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Ordinance #2008-13 "AN ORDINANCE AMENDING ORDINANCE 1998-10, THE BUILDING CODE, ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA" - in title only.

**BACKGROUND OR HISTORY:**

Oconee County adopted a number of Building Codes in 1998. The Ordinance must be updated to comply with South Carolina law.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**STAFF RECOMMENDATION:**

Recommend passage on first reading - in title only - of Ordinance #2008-13.

**FINANCIAL IMPACT:**

None

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

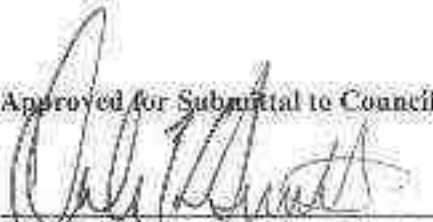
**ATTACHMENTS**

Ordinance #2208-13 - in title only

Submitted or Prepared By:

Bradley A. Norton  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants

\_\_\_\_\_ Other: \_\_\_\_\_

C: Clerk to Council

*Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.*



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE 2008-13**

**AN ORDINANCE AMENDING ORDINANCE 1998-10, THE BUILDING  
CODE ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2008-14**

**AN ORDINANCE REGULATING JUNKYARDS IN OCONEE COUNTY, SOUTH CAROLINA.**

WHEREAS, the South Carolina General Assembly has found pursuant to Section 57-27-20 et seq., Code of Laws of S.C., 1976, as amended, that it is in the public interest to regulate the establishment, operation and maintenance of junkyards and that the police powers of the state may be and should be exercised for that purpose. By Section 57-27-100 it provides that nothing in that chapter would be construed to abrogate or affect the provisions of an ordinance, which was more restrictive than the provisions of that chapter. Pursuant to Section 4-9-25 the General Assembly empowered the counties of the state to enact regulations, resolutions, and ordinances in relation to health and order or respecting any subject, which appeared to county councils to be necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in the counties. It provides that the powers of the counties in that regard be liberally construed in favor of the county; and

WHEREAS, the Oconee County Council finds that junkyards:

- (1) Pose a hazard to the health, safety, and general welfare of the citizens of Oconee County;
- (2) Depreciate the value of surrounding property;
- (3) Pose environmental and fire hazards;
- (4) Are a breeding ground for mosquitoes or other insects, snakes, rats, and other pests;
- (5) Pose a threat of injury to children and other individuals who may be attracted to the premises;
- (6) Are a visual blight and patently offensive to the aesthetic quality of the environment of Oconee County.

WHEREAS, to preserve the physical integrity of established neighborhoods for the quiet enjoyment of family, safety of children, and the maintenance of residential property values; to protect the citizens and residents of Oconee County from possible injury at junkyards; to achieve responsible economic growth in areas of Oconee County that is compatible with growth and development in nearby areas; to protect the public from health nuisances and safety hazards by controlling vectors, concentration of volatile or poisonous materials, and sources of danger to children; and to preserve and enhance the natural scenic beauty of areas in the vicinity of the primary and secondary roads of Oconee County, it is declared to be in the public interest of Oconee County, and necessary and proper for the general welfare, convenience, safety and health of the people of the county, to regulate the operation and maintenance of junkyards in areas

adjacent to public roads and highways within Oconee County, including those regulated by the South Carolina Department of Highways and Public Transportation to the extent that this division is not in conflict with such regulations. Oconee County Council hereby finds and declares that junkyards which do not conform to the requirements of this division are public nuisances.

NOW, THEREFORE, BE IT ORDAINED by Oconee County Council, duly assembled and with quorum present, and upon third and final reading, the following:

A. Scope

The provisions of this division shall apply to all unincorporated portions of Oconee County which are not under the jurisdiction of any municipal zoning ordinance, unless this division is adopted by reference in these areas.

B. Definitions

(a) As used herein the following terms shall have the meanings given below:

(1) *Evergreen*. The term "evergreen" shall mean evergreen trees or shrubs with a minimum height of not less than eight feet when mature. Acceptable species include, but are not limited to, Ligustrum, Euonymus, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Junipers, Holly and Yew. Other species may be approved by the ordinance administrator.

(2) *Fence*. The term "fence" shall mean any six feet high or higher chain link, wooden, or masonry fence which forms a substantial physical barrier which is capable of withstanding the effects of the climate and which completely surrounds the items defined as "junk." Other fencing materials may be approved by the ordinance administrator.

(3) *Junk*. The term "junk" shall include, but not be limited to, abandoned barrels or drums, dismantled or inoperable industrial or commercial equipment or machinery being salvaged for parts, and the following old, scrap, or used items: metal; rope; rags; batteries; paper; cardboard; plastic; rubber; pallets; appliances; motors; industrial or commercial fixtures; rubbish; debris; wrecked, dismantled or disabled motor vehicles or parts thereof. A currently registered and licensed motor vehicle that is undergoing mechanical, electrical or body repair to restore to operating condition by a garage or body shop in the business of making mechanical, electrical or body repairs, is not considered a junk vehicle under this definition. All other provisions of the division shall apply.

(4) *Junkyard*. The term "junkyard" shall mean any property (including property used for wrecker, towing and impoundment purposes) which has five or more wrecked, dismantled or disabled motor vehicles or parts

thereof located on the property, or any property which is used in part or in whole for buying, selling, storing or keeping 20 items or more defined as "junk" above.

(5) *Person*. The term "person" shall mean any individual, firm, partnership, association, corporation, company or organization of any kind.

(6) *Screen*. The term screen shall mean a static barrier which shields the junkyard from view. The screen shall extend from the ground to a height of not less than six feet and shall completely enclose the junkyard. Not more than 25 percent of the vertical surface of the screen shall be open to allow the passage of air but any such openings shall be designed to obscure the visibility of the junkyard.

#### C. Enforcement

This ordinance shall be enforced by the county administrator and/or the Oconee County Sheriff. The county administrator shall be authorized to promulgate administrative regulations, policies and procedures for the implementation of this ordinance.

#### D. Regulations of Existing Junkyards

(a) *Fencing and screening*. All junkyards shall be enclosed on all sides by one of the following that shield the junkyards from view:

- (1) A chain link fence with evergreen screening of an approved type; or
- (2) Where evergreen screening is not possible, a chain link fence with vinyl strips or slats woven into the fence fabric may be used upon approval by the ordinance administrator; or
- (3) A wooden or masonry privacy fence; or
- (4) Other type material which has been given approval by the ordinance administrator.

(b) *Anchoring*. All metal or wooden fence posts shall have at least one-fourth of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All wooden posts shall be pressure treated or creosote coated lumber.

(c) All junkyard business shall be conducted entirely within the screened area of the property.

(d) No junk shall be stacked, stored or maintained at a height greater than the opaque screen around the junkyard.

(e) Adequate off-street customer parking must be provided, and must be graveled or paved in an acceptable manner.

(f) If a junkyard closes, it must comply with the provisions of Section E, below, for new junkyards to re-open. Evidence of closing shall be established by inspection of the property, written notification or non-renewal of a junkyard permit.

(g) Any person, company, business or corporation not covered by this division or exempted from this division shall comply with state statutory law regarding disposition of abandoned or derelict motor vehicles as provided by S.C. Code Ann. § 36-5-3610, 56-5-5810, et. seq. and 44-67-10 et. seq. (1976)

(h) All junkyards shall be maintained to protect the public from health nuisances and safety hazards. The Oconee County Health Department may inspect each junkyard to determine that the junkyard does not create a nuisance or safety hazard. Should a nuisance or safety hazard be identified, the owner, operator or maintainer shall submit satisfactory evidence to the health department and planning department that the nuisance or safety hazard has been eliminated. Failure to comply with this provision shall result in revocation of permit as well as other penalties and remedies for violation of this division.

#### E. Regulations

(a) The following additional standards shall be applicable to junkyards that open, re-open, or begin operations or business after the effective date of this ordinance:

(1) New junkyards shall be situated on a continuous parcel of at least five acres excluding rights-of-way that are undivided by road right-of-ways or public dedication.

(2) Have a minimum front lot line of 100 feet on a public right-of-way. Wrecker, towing and impoundment services as defined by section 30-79(5) of this division, shall have a minimum front lot line of 60 feet on a public right-of-way.

(3) All driveway entrances shall be from side property lines. The centerline of the driveway shall not be closer than 30 feet from the side property line. An opaque gate shall be utilized. The view toward the gate from the adjacent property shall be screened by a continuous hedge row, not less than 30 feet wider than the gate.

(4) Have a minimum setback to the fence from front, side and rear property lines excluding road rights-of-way of at least 50 feet. Wrecker, towing and impoundment services as defined by section 30-79(5) of this division, shall have a minimum setback to the fence from front, side and rear property lines excluding road rights-of-way of at least 25 feet.

(5) No junkyard shall be established closer than 1,000 feet to a church, school, daycare center, nursing home, health care facility, hospital, public



building, public recreation facility, a concentration of ten or more contiguous residences, or closer than 500 feet from any single residence. An on-site residence at the junkyard by the owner or its agent is permitted. No junkyard shall be established closer than 1,000 feet of the following scenic corridors: S.C. Highways 11, 107, and U.S. Highways.

(6) The junkyard shall be entirely surrounded by an opaque fence at least eight feet in height or by either a woven or welded wire (11-gauge minimum) or chain link fence a minimum of eight feet in height and with an opaque evergreen screen with a minimum height of not less than eight feet when mature. The evergreen vegetation shall be planted between the property line and the outbound side of the fence. The distance spacing of the evergreen vegetation from the fence and the property line should allow for maintenance of the mature vegetation from inside the property line. Evergreen vegetation that serves as screening shall be of an approved type that can reach a minimum height of eight feet when mature from the date planted and shall be planted at intervals evenly spaced and in close proximity to each other so that a continuous, unbroken screen (without gaps or open spaces) will exist to a height of at least eight feet along the length of the fence surrounding the junkyard. The evergreen screen shall be maintained as a continuous, unbroken screen for the period the property is used as a junkyard. Acceptable species include, but are not limited to: Ligustrum, Thuomyrsus, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Junipers, Holly and Yew. Other species may be approved by the ordinance administrator.

(7) Each owner, operator, or maintainer of a junkyard shall utilize good husbandry techniques by pruning, mulching, and fertilizing, so that the vegetation can reach a height of eight feet within five years of the date planted and will have maximum density and foliage. Dead or diseased vegetation shall be replaced at the next appropriate planting time.

(8) A junkyard plan prepared by the owner or operator of any new junkyard shall be submitted prior to the junkyard permit being granted by Oconee County. The plan shall indicate setbacks, location of public rights-of-way, all proposed structures, all structures within 500 feet of a junkyard, driveways, entrances, fencing, screening, types of fencing, types of screening, dimensions of junkyard, gross acreage, owner(s) name(s), address(es), preparer of plan name(s) and address(es). Submission of information shall establish pre-existing conditions. Plan may be drawn at a scale of one inch equals 400 feet or less.

(9) When, for reasons of topography, it is determined by the ordinance administrator that the fencing and screening requirements of the new junkyard will not produce a result that sufficiently shields the junkyard from view and otherwise preserves the policy and intent of this division, the following alternatives are available:

- a. The junkyard may locate at the site if its fenced boundaries are no closer than 1,000 feet to any adjacent residence; or
- b. Topographic features shall be graded to adjacent roadway levels so that the provisions for fencing and screening can be effective; or
- c. The developer of a junkyard may seek another site that is more suitable to junkyard development.

F. Permit required for junkyards

(a) All junkyards are required to obtain a \$50.00 junkyard permit. Such permit shall be valid until January 1 of each calendar year. For junkyards existing on or before the effective date of this ordinance, a permit shall be issued by the ordinance administrator upon completion of fencing and screening requirements. For junkyards established, opened, or re-opened after the effective date of this ordinance, the permit shall only be issued upon approval of a junkyard plan by the planning commission.

(b) The county administrator may accept a letter of credit from any junkyard owner who is unable to plant an evergreen screen around a junkyard due to seasonal weather conditions. The county administrator may promulgate regulations as needed to establish the requirements, format and procedure for a junkyard owner to obtain a letter of credit.

(c) The annual fee for a junkyard permit shall be \$50.00 for each calendar year beginning January 1, 1993. There shall be a \$50.00 per month late fee for each month a junkyard is open or in operation without a permit.

(d) Any permit fee, annual fee, or filing fee under this division is subject to change by resolution of county council.

(e) No person shall establish, possess, open, re-open, own, enlarge, or operate a junkyard after the effective date of this division without complying with the provisions set forth herein.

(f) Any addition, enlargement or expansion of a junkyard shall require a permit and shall be permitted in accordance with this division as a new junkyard.

(g) Failure to pay a permit fee, annual fee or late fee shall constitute a misdemeanor and each day the fee remains unpaid shall constitute a separate offense.

(h) Providing false, or incorrect information on any application form, registration form, permit form or permit renewal form under this division shall constitute a misdemeanor. Any permit not containing the current mailing address of the permit holder or the current mailing address of the record owner of the parcel of land upon which the junkyard is located, is void. Any application form submitted by a lessee or tenant for a permit under this division shall contain the signature and current mailing address of the landlord, lessor, or record owner constituting an

affirmation that the permit applicant is in fact a lessee or tenant of the landlord, lessor, or record owner of the parcel of land upon which the junkyard is located.

#### G. Exemptions

(a) Although the following are junkyards as defined by this division and are subject to the provisions of this division, the following limited exemptions are granted:

(1) Recycling centers are exempt from section 30-77 and section 30-78 of this division. A recycling center is a facility where recoverable resources such as paper, plastic, glass and metal cans are collected, flattened, crushed, shredded or banded for shipment to others who will use those materials to manufacture new products. Recycling centers do not have outside storage except in closed containers.

(2) Scrap metal processors are exempt from this division except for the fencing and screening requirements of section D to the extent that fencing and screening is only required where the scrap metal processor's property abuts or adjoins residential property, school property, church property, or recreational property or parks and along the front of public roadways. A scrap metal processor is any person, firm or corporation which is classified by the South Carolina Tax Commission as a manufacturer whose principal business sells processed scrap metal to steel mills and foundries for remelting purposes. Such firms or corporations are those operating from a fixed location and utilizing heavy machinery such as cranes, balers, and sheaf for processing and manufacturing iron, steel, or non-ferrous metallic scrap.

(3) Service stations are exempt from section E and section F of this division. All other provisions of this division shall apply including the fencing and anchoring requirement of section D. A service station is any establishment or place of business which provides retail sales of fuel, lubricants, air, water or other items for the operation or maintenance of motor vehicles or for making mechanical repairs, servicing or indoor washing of motor vehicles.

(4) Properly licensed sanitary landfills are exempt from the provisions of this division.

(5) Wrecker, towing and impoundment services, as defined herein, are exempt from the five-acre requirement of section E for the operation of new junkyards under this division. All other provisions of this division shall apply including the fencing and anchoring requirement of section D. A wrecker, towing or impoundment service is any establishment or place of business which provides towing or temporary storage services of no more than 25 currently licensed and currently registered motor vehicles which have been wrecked, or whose possession is by virtue of court order, a copy of which is in the possession of the proprietor of such service or

affixed to the vehicle. Temporary storage is defined as not exceeding 90 days from the date possession or custody of the vehicle is obtained except when possession is pursuant to a court order.

H. Enforcement

All officers, agents and employees of the county are authorized to go on public or private property for the purpose of enforcing this division.

I. Penalties for non-compliance

(a) Any person violating any provision of this division shall be guilty of a misdemeanor and, upon conviction punishable by a fine not to exceed \$200.00 plus court costs and/or imprisonment for not more than 30 days. Each day such violation continues shall constitute a separate offense.

(b) Oconee County may also seek injunctive relief or may institute any other appropriate action in courts of competent jurisdiction to enforce the provisions of this ordinance.

J. Effective date

This ordinance shall become effective upon third and final reading.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

George C. Blanchard, Chairman of County Council,  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_

Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: June 3, 2008

Second Reading:

Public Hearing:

Third Reading:

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: June 3, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Change order requisition for Ard, Wood, Holcombe & Slate Architectural Firm for Oconee County Courthouse ADA Issues.

**BACKGROUND OR HISTORY:**

Due to the litigation for the Oconee County Courthouse, an architect was selected by the previous administrator, Tom Hendricks to assist in the ADA issues recognized by the Department of Justice (DOJ). The architect selected was Danny Ard of Ard, Wood, Holcombe & Slate out of Greenville, SC. The use of this architect was to be coordinated through County Attorney Brad Norton.

The original budget for courthouse corrections was \$335,000 in the account, 012-501-82004-00000. The original PO for Ard, Wood, Holcombe & Slate was for \$25,000 to prepare a response to the US Department of Justice. There was a January 2008 meeting with the US DOJ Attorneys, US DOJ Architect, county staff, county attorney, and county special construction attorney Andy Goldsmith. Mr. Ard has been preparing "as built drawings" and renovation options to submit to the US DOJ. The funds that we are requesting are an estimate of the work that still needs to be completed so we can get a final submittal. Any other ongoing fees for Mr. Ard will be based on the response that we receive from the Department of Justice regarding the ADA issues.

On April 17, 2008, a change order of \$75,000 was added to the original PO amount per approval of Oconee County Council on April 1, 2008.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

The staff of Facilities Maintenance recommends changing the original PO amount from \$100,000 to \$122,500.

**FINANCIAL IMPACT:**

The original PO was issued to Ard, Wood, Holcombe & Slate on September 13, 2007 for \$25,000.

Change Order #1 was issued to Ard, Wood, Holcombe & Slate on April 17, 2008 for \$75,000.

The proposed requisition of \$22,500 would decrease the overall budget to \$155,022.15.

**ATTACHMENTS**

1. Quote from Danny Ard of Ard, Wood, Holcombe & Slate.
2. Requisition
3. Memorandum from Brad Norton, County Attorney



Submitted or Prepared By:

\_\_\_\_\_  
Department Head/Elected Official


Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

C: Clerk to Council

Approved for Submittal to Council:

  
Dale Surratt, County Administrator

Summary Of Work To Complete

1. Finalize preliminary courtroom plans after review by Judges. Third revision.
2. After preliminary approval detail dimensions and notes will be added to drawings for DOJ submittals. Approximately six drawings.
3. Finalize DOJ submittals on cabinets on all floors. Approx. 15 Drawings.
4. Meetings with Owner and Attorney to finalize submittals to DOJ.
5. Make up submittal packages for distribution. Unknown number of sets.
6. Provide support to owner and attorney as needed for finalizing this phase.
7. Time estimate allowance:

DNA 27 hours

SMS 58 hours

EMM 126 hours

Printing & Shipping \$2200 allowance

Estimate to arrive at final submittal is \$22,500.00

Like this looks like were we are currently. I hope we will not need all this. There are several unknowns, that we can not control. Meetings, printing etc. that is time consuming. It saved time by emailing you pdf plans of courtroom and you meeting with Judges to finalize plans. We can continue to do this as long as it is effective.

Let me know how you want to proceed.

Thank you

Danny

**OCONEE COUNTY REQUISITION**

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

**SECTION 1: GENERAL INFORMATION & DEPT HEAD SIGNATURE**

To be filled out & signed by initiating dept.

DATE: 5/28/08 INITIATING DEPT: Facilities Maintenance

BUDGET CODE: 012-501-82004-0000

AMOUNT APPROVED IN BUDGET CODE(S) ABOVE FOR THIS PURCHASE: \$22,500.00

Note: You must fill in this section if you are requesting more than one order, small capital items, or any special handling & services.

If your department has purchased this item(s) previously, fill in the previous PO # \_\_\_\_\_

**DELIVERY INSTRUCTIONS:** \_\_\_\_\_

**BY SIGNING BELOW, I CERTIFY THE FOLLOWING:**

The items listed below are needed by this department for the safe use & benefit of Oconee County and have been approved in my budget.

DEPARTMENT HEAD SIGNATURE for approved design: \_\_\_\_\_

**SECTION 2: OTHER REQUIRED SIGNATURES**

If Dept. Engineer, Communications etc. has technical content: \_\_\_\_\_ Funds Certification by the Financial Office: \_\_\_\_\_

**SECTION 3: GRANTS USE ONLY**

NAME OF GRANT: \_\_\_\_\_

DEADLINE TO SPEND FUNDS: \_\_\_\_\_ (Note: You must fill in this section if using grant funds or any other funds that have a deadline for source & P.D.)

Are there any special filling requirements? YES \_\_\_\_\_ NO \_\_\_\_\_ Grants Administrator: \_\_\_\_\_

QTY	Unit of Measure	Description	Unit Price	TOTAL	BIDDER #1	BIDDER #2	TOTAL	Unit Price	TOTAL
		COMP 2 TO ADD WOOD TO COMB & STAKE - POTTYHOUSES TO PROVIDE FEEDBACK TO JUDGES TO IMPROVE PLANS OTHER BIDDERS BID JUDGES TO IMPROVE NOT SUBMITTALS ON CABINETS ON ALL HEADS TO PROVIDE SUPPORT TO OWNER & ATTORNEY AS NEEDED FOR FINALIZING THIS PHASE.		22,500	Redwood Pottery House				
		Subtotal		22,500					
		Freight (if applicable)							
		Sales Tax (9%)							
		<b>GRAND TOTAL</b>		<b>22,500.00</b>					

\* See attached paperwork

**PROCUREMENT OFFICE USE ONLY:**

Issued To: \_\_\_\_\_ Copy of PO to: \_\_\_\_\_

PO # \_\_\_\_\_

Ordering Instructions: FAX: \_\_\_\_\_ MAIL: \_\_\_\_\_ DEPT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

REVISED  
AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 3rd, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Additional funding for countywide gasoline and diesel accounts to complete fiscal year 2008.

**BACKGROUND OR HISTORY:**

The fiscal year 2008 budget adoption included funding for:

- Gasoline \$476,838 (calculated at \$2.50 per gallon which equates to 190,735 gallons)
  - o Fuelman discounts .18 per gallon
- Diesel \$287,224 (calculated at \$3.00 per gallon which equates to 95,741 gallons)
  - o Fuelman discounts .24 per gallon

*In reviewing the fuel accounts it was determined that no formula for gallon consumption was used to calculate the budget amount.*

	Prior Year Budget Recap		
FY07 Budget	FY06 Budget	FY05 Budget	FY04 Budget
Gasoline \$512,457	Gasoline \$308,500	Gasoline \$251,000	Gasoline \$237,000
Diesel \$175,110	Diesel \$106,200	Diesel \$ 84,600	Diesel \$ 73,000

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Gasoline

The average cost per gallon for gasoline used for budgetary purposes was \$2.50. The actual average cost to date is \$2.93 per gallon and our projections for the remainder of this fiscal year is anticipated to be an average of \$3.81 per gallon, based on information from the Energy Information Administration.

The average gallon consumption for budgetary purposes was 190,735 gallons. The actual consumption to date is 187,077 gallons. Based on actual consumption it is estimated that the county will consume 17,000 more gallons of gasoline. At the average estimated cost of \$3.81 per gallon we will need supplemental funding of \$64,770.

Diesel

The average cost per gallon for diesel used for budgetary purposes was \$3.00. The actual average cost to date is \$3.35 per gallon and our projections for the remainder of this fiscal year is anticipated to be an average of \$4.40 per gallon, based on information from the Energy Information Administration.

The average gallon consumption for budgetary purposes was 95,741 gallons. The actual consumption to date is 89,563 gallons. Based on actual consumption it is estimated that the county will consume 8,100 more gallons of diesel. At the average estimated cost of \$4.40 per gallon we will need supplemental funding of \$35,640.

Gasoline funding required	\$ 64,770
Diesel funding required	\$ 35,640
<b>Total supplemental funding required</b>	<b>\$100,410</b>

**STAFF RECOMMENDATION:**

Staff requests transfer's as listed;

- Council contingency \$25,000
- Non-Departmental Professional \$45,000  
*o Proposed budget shows a reduction of \$50,000 from the 2008 budget.*
- Vehicle Maintenance Solid Waste \$30,410

**FINANCIAL IMPACT:**

Council contingency has a balance of \$73,275.91

Non-departmental professional has a balance of \$127,024

Vehicle Maintenance Solid Waste has a balance of \$82,530.76

**ATTACHMENTS**

Gasoline and Diesel actual Consumption Summary

Submitted or Prepared By:

Approved for Submittal to Council:

Phyllis Lombard, Finance Director

Dale Sarrett, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

C: Clerk to Council




## Actual Consumption of Use for 2007-2008

Date	Unleaded Gallons	Prem Gallons	Uni + Gallons	Diesel Gallons	Total Gallons
7/8/2007	3,700.589	129.732	57.557	979.507	4,867.385
7/15/2007	4,378.748	44.918	24.615	1,324.439	5,772.118
7/22/2007	4,295.377	11.354	59.541	1,115.789	5,482.061
8/5/2007	4,198.917	49.681	101.812	1,090.222	5,440.612
8/12/2007	4,087.180	40.140	66.392	1,420.496	5,613.213
8/19/2007	4,582.013	17.218	52.803	1,185.640	5,837.674
8/28/2007	4,329.899	13.411	62.517	1,158.326	5,562.253
9/2/2007	4,470.904	133.872	112.696	1,412.320	6,129.792
9/9/2007	3,665.458	11.115	107.397	878.620	4,660.590
9/16/2007	3,933.166	61.488	122.353	1,132.104	5,249.111
9/23/2007	3,878.926	88.305	55.111	1,238.768	5,261.110
9/30/2007	4,102.940	26.787	47.729	1,080.248	5,257.714
10/7/2007	4,114.125	57.318	51.439	978.891	5,201.573
10/14/2007	4,030.905	24.930	106.744	911.496	5,074.075
10/21/2007	3,951.704	17.014	83.982	935.347	4,988.047
10/28/2007	3,946.167	0.000	62.219	957.448	4,965.834
11/4/2007	3,998.524	0.000	54.986	1,180.930	5,232.440
11/11/2007	4,180.012	20.635	38.473	952.972	5,192.292
11/18/2007	3,878.617	14.016	32.694	1,164.071	5,089.398
11/25/2007	2,723.970	7.502	71.435	528.578	3,331.485
12/2/2007	4,305.516	21.648	19.657	1,290.911	5,637.732
12/9/2007	4,457.949	0.000	0.000	1,013.770	5,471.719
12/16/2007	4,114.548	0.000	0.000	928.792	5,044.340
12/23/2007	4,053.319	0.000	17.730	1,270.231	5,341.280
12/30/2007	2,178.948	0.000	0.000	507.951	2,686.899
1/6/2008	3,666.104	0.000	0.000	783.270	4,449.374
1/13/2008	3,922.936	0.000	16.728	1,289.870	5,239.536
1/20/2008	4,492.038	16.758	19.544	1,109.764	5,638.102
1/27/2008	3,813.148	0.000	10.072	1,020.613	4,843.833
2/3/2008	3,929.500	0.000	0.000	1,632.583	5,562.083
2/10/2008	4,154.822	0.000	0.000	1,010.373	5,165.195
2/17/2008	4,051.467	14.378	0.000	1,372.154	5,437.999
2/24/2008	3,786.252	0.000	15.648	1,108.475	4,910.373
3/2/2008	4,058.472	0.000	7.244	1,468.954	5,534.670
3/9/2008	4,135.167	0.000	10.121	982.969	5,128.257
3/16/2008	4,307.923	0.000	0.000	1,500.188	5,808.111
3/23/2008	3,807.203	1.518	0.000	1,060.968	4,869.687
3/30/2008	4,215.335	0.000	17.644	1,555.321	5,788.300
4/6/2008	3,991.455	41.326	0.000	1,145.301	5,178.082
4/13/2008	3,694.225	0.000	0.000	1,314.820	5,009.045
4/20/2008	3,857.241	25.429	0.000	1,642.492	5,525.162
4/27/2008	4,588.860	0.000	12.274	1,240.303	5,841.437
5/4/2008	4,044.265	0.000	19.865	1,585.527	5,649.657
5/11/2008	4,133.965	0.000	0.000	1,334.996	5,468.961
5/18/2008	4,202.621	24.487	19.408	1,250.678	5,497.194
5/25/2008	4,141.718	73.010	0.000	1,472.867	5,687.593
Total	184,529.242	988.176	1,559.828	53,527.152	240,604.398
Gasoline Total	187,077.246				
Diesel Total				53,527.152	240,604.398



## Memo

**TO** Council  
**From** Dale   
**RE** Update on Information Technology Dept.  
**Date** June 3, 2008

---

I brought a computer services company in to cover the interim IT Dept management functions after the former IT Director left the County's employment on April 11. The company, VC3, was first here in the county on April 16.

VC3 is a Columbia based company that is on the state contract and is also the Municipal Association of SC's technology partner. VC3 was selected by MASC via a competitive RFP process to provide IT services at a preferred rate as well as have the appropriate capabilities to serve local government. VC3 provides various levels of ongoing IT services to approximately 25 municipalities in S.C. VC3 handled several IT projects for me in Moncks Corner via I am familiar with their services, personnel, and capabilities.

Oconee County's computer network is comprised of Cisco brand equipment and the majority of the hardware is Dell brand equipment. VC3 is a Dell reseller as well as being designated by Cisco as a "Premier Certified Partner" and "Customer Satisfaction Excellence". They are also on SC State contract for Cisco equipment and services.

At my request VC3 has assigned an IT manager to the County for a couple of days a week. This person's normal responsibilities are to be the roving contractual IT manager for the cities of Spartanburg, Sumter, and Florence. Those cities have some in house IT staff as well as using additional contract functions. Our roving IT manager has been meeting with the various departments that have IT projects as well as working with our in house IT staff to stabilize and secure the county's computer network. A VC3 "Cisco certified network engineer" employee as well as a VC3 project manager have been working at various times in addition to the VC3 IT manager to resolve network issues and move projects forward.



I have received positive comments from the in house IT staff as well as the various departments that they feel that VC3's services have been helpful and productive in stabilizing and improving our computer systems and network.

One of my greatest concerns with the county IT function has been a lack of an assessment of what equipment and systems that we current have in place and more importantly a clear technology master plan for the County. In the next few weeks I am going to bring some VC3 staff to a Council meeting to brief you on what I believe are the best steps to take to implement this assessment and plan.

Tonight, I am requesting that you allow me to use the budgeted funding for unfilled IT positions to fund the services of VC3 to continue in an interim IT management and project basis. There is approximately 27 months of vacant positions within the IT Dept. that equates to approximately \$100,000. We have been billed approximately \$8,500 for the month of April. It will be my request in a few weeks as well as to utilize these funds to conduct the IT system assessment. The agreement for services is attached. It is an "as needed" interim basis structured agreement.

In addition, the library has lottery technology grant funds of approximately \$65,000 that they must spend or encumber before the end of the fiscal year. Attached is a statement of work for an assessment of the library computer systems. The library board is authorized by State law to determine how these funds are to be spent. I have attached that document for your review as well.

I am available to answer any questions you may have regarding this matter.

# PROFESSIONAL SERVICES AGREEMENT



This Professional Services Agreement ("Agreement") is entered into by and between VCS, Inc. ("Company"), and the single business organization, Oconee County, signing below ("Customer") as of the Effective Date defined below.

Company provides, through its employees and third party contractors, computer system and network hardware, software, and consulting and professional services which Customer desires to obtain.

Customer currently does not have an IT manager and is in need of as needed IT management and consulting services.

In consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services To Be Performed: Company will provide computer system and network hardware, software, and consulting and professional services at the rates listed in the table below.

2. Compensation of Company.

2.1 Company shall be paid upon submission of an invoice. Payment terms are Net 15 from the date of invoice.

2.2 Company shall submit invoices at the start of each month for services that were rendered in the previous month. Agreement is for reactive and on-site support, as necessary, and is billed at the MASCO-approved rates as covered in Rate Table 2.6.

2.3 Customer shall pay Company for all reasonable expenses incurred by Company in the performance of services hereunder, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 Customer shall pay a late charge on any amount which remains unpaid thirty (30) days after its due date. The late charge shall be computed at the lesser of (i) 1.5% per month, or (ii) the highest rate permitted by law.

2.5 Customer shall pay all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the services performed hereunder or measured by payments made by Customer to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Customer's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Customer, and the communication or storage of data, but does not include taxes based upon Customer's net income.



2.6 Rate Table

Service Area	Standard Hourly Bill Rate	County Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$140.00	\$130.00	Consulting (Design, Architecture, Planning); IT assessment; Security Audits & Implementations including firewall solutions. Project Management.
Reactive Support	\$130.00	\$120.00	Any support service provided to a customer that is not in a contractual arrangement with VC3.
Application Development	\$135.00	\$125.00	Application Software development and Systems Programming (System Level Scripting/Automation)
Systems Engineering & Web Design Services	\$125.00	\$110.00	Installation, Setup and Maintenance of the following: Networks, Electronic Messaging Systems, Servers, NT Domains, Web site design and implementation services.
Client Desktop Support	\$110.00	\$100.00	Includes support for Windows 2000/2003/XP and NT workstation
Travel Time	\$50.00	\$50.00	Travel time to and from the Customer, plus mileage based on IRS rates.
After Hours Support Services	\$150.00	\$140.00	All services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

7. Term. This contract is for a period of 12 months starting on the effective date of this agreement and will automatically renew for additional 12-month increments from the end of the current contract period unless notification of termination is provided by either party at least 90 days prior to the end of the current contract period.

Services outside the fixed fee scope of this contract will be provided based on the bill rates in section 2.6 or the SC State IT contract pricing, whichever is lesser. Either party may terminate this agreement for material breach by the other party which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Customer shall be liable for payment to Company for all services rendered or products delivered prior to the effective date of any such termination.

Customer may terminate this agreement at any time for any reason by providing written notice of termination at least ninety (90) days after the date of such notice.

8. Confidential Information. Neither party shall use, or disclose to any person, either during the term or after the termination of this Agreement, any source or object codes, technical data or correspondence owned by the other party, or provided to the other party hereunder, nor disclose any other information which has been identified as confidential or proprietary by the other party, nor disclose any information concerning the contents of this Agreement, except for purposes consistent with the administration and performance of a party's obligations hereunder, or as required by law. The obligation of the parties not to disclose information shall not apply to information which was already in the public domain or in the rightful possession of the other party at the time of its disclosure, or which is disclosed as a matter of right by a third party after the execution of this Agreement, or which passes into the public domain by acts other than the unauthorized acts of the other party. Within ten (10) days of the termination of this Agreement, each party shall return all originals and copies thereof of any requested confidential information as described above which has been fixed in any tangible means of expression. In the event of a breach

of this Section 4 "Confidential Information", money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, either party shall be entitled to seek an injunction against such breach.

## 5. Intellectual Property

5.1 Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. Subject to any third party rights or restrictions and the other provisions of this Section, Customer will own the copyright (either as a work for hire or by assignment from Company) in and to all deliverables that (a) are developed and delivered by Company under such Work Order and (b) are paid for by Customer (the "Deliverables"). Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights in the part of Company in the technology developed as a result of the Services performed under this Agreement, and (iii) will retain ownership of any Company-owned software or development tools that are used in producing the Deliverables and become embedded in the Deliverables. Company hereby grants to Customer a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Customer's internal use and exploitation of the Deliverables, and only so long as such software and tools (if any) remain embedded in the Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Deliverables other than the copyright ownership rights granted to Customer pursuant to this Section. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Customer to violate the proprietary rights of any third party in any software or otherwise.

5.2 Company acknowledges that all Materials which are or may be developed pursuant to this Agreement are and shall be trade secrets and confidential proprietary products of Company, and Company hereby transfers and assigns any and all rights in and to Materials to Customer, including any copyrights thereto. Company promises and agrees not to disclose or otherwise make such Materials available to any persons other than employees of Customer required to have such knowledge for normal use of the Materials and Customer agrees to obligate each employee to a level of care sufficient to protect against such disclosure.

5.3 This Section 5 "Intellectual Property" shall survive any termination of this Agreement.

## 6. Limited Warranty

6.1 Company warrants to Customer that the services, as and when delivered or rendered hereunder, will conform to the description of services or specifications set forth in the applicable Work Order. Company shall be responsible for all costs incurred by customer as a result of any services by company that do not conform to the services or specifications set forth in the applicable work order. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, AND FITNESS FOR A PARTICULAR PURPOSE.**

6.2 Customer shall notify Company in writing within thirty (30) days after completion of the services in question when any of the services fail to conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Customer agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The

passage of the thirty (30) day period after completion of the service without the notification described herein shall constitute final acceptance of the services.

## 7. Limitation of Liability

7.1 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR LOST PROFITS, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY NATURE THEREOF, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO COMPANY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY COMPANY, OR FOR ANY CLAIM OR DAMAGE ASSERTED BY ANY THIRD PARTY.

7.2 COMPANY SHALL NOT BE LIABLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THIS AGREEMENT OR INTERRUPTION OF SERVICE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF GOD, CIVIL OR MILITARY AUTHORITY, LABOR DISPUTES, SHORTAGES OF SUITABLE PARTS, MATERIALS, LABOR OR TRANSPORTATION, OR ANY SIMILAR CAUSE BEYOND THE REASONABLE CONTROL OF COMPANY.

## 8. General Provisions

8.1 This Agreement is a professional services agreement and the performance of any obligation hereunder may not be assigned, delegated or otherwise transferred by either party, except that Company may assign all or part of the work to be performed under this Agreement (i) to a qualified third party who is operating on a consulting basis for Company or (ii) in connection with a sale of all or substantially all of the assets of Company.

8.2 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

8.3 The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

8.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing signed by an officer of Company and a duly authorized representative of Customer.

8.5 This relationship of Company and Customer established by this Agreement is that of independent contractors.

8.6 Customer shall not extend offers of employment to, or directly or indirectly solicit the employment of, any Company employee who provides services to Customer under the terms of this agreement for a one year period after the delivery of those services. Company shall not extend offers of employment to, or directly or indirectly solicit the employment of any customer employee for a period of one year after delivery of any services by company to customer.

8.7 This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

8.8 Any purchase order or other document issued by Customer is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.9 Assignments are made with the understanding that Customer will not employ or otherwise utilize directly or indirectly Company's assigned personnel who were identified and recruited by Company for a period of one year after the individual's current assignment is completed or with agreement from Company. Customer understands that Company's personnel are unique and valuable assets to Company. Company's employees can not be converted to Customer temps under this clause.

This Agreement shall be effective as of the date signed below ("Effective Date").

**Genese County:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

**VC3, Inc.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

# IT Assessment

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## Statement Of Work

Ashlee Newman

5/21/2008



VC3  
Virtual Community Services

SOW-OCONEE COUNTY PUBLIC LIBRARY-IT ASSESSMENT

This document will serve as the Statement of Work for the described scope in the subsequent sections. The document will outline the work involved and level of investment for Oconee County Public Library to achieve the stated business requirements.

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## 1. VCS OVERVIEW

Combining years of IT and business experience, VCS was formed in 1994 by information professionals who sought to provide high quality IT services to both the private and public sectors. Since its inception, VCS's focus has been to help clients find economically efficient paths to better leverage information technology.

Today, VCS is a growing company with a wide range of services including:

- Internet/Intranet & Data Center Services
- Web and Application Development Services
- Computer & Network Support
- Network Design, Configuration & Optimization
- Technology Assessments
- Security Audits

VCS is firmly committed to the development of applications using Microsoft's .Net framework. With the release of this framework, Microsoft has taken a significant step forward in providing developers with the tools and development environment needed to quickly and cost effectively provide custom applications to customers that not only meet the needs of customers the needs of customers now, but that can be easily modified as those needs change in the future.

VCS also offers a complete suite of hosted e-government solutions for small and medium-sized local governments, web content management solutions used by both the public and private sectors, and web-based solutions for educational institutions. Through its success in supplying these services, VCS has established a strong reputation for expertise and reliability among its clients. The foundation of our solid, long term client relationships is a strong desire to learn about our customer's business and listen to their needs. Most importantly, VCS knows that its customer's success ensures its own success.

More information about VCS is available on the web at [www.vcs.com](http://www.vcs.com).



## 2. SUMMARY OF SCOPE OF SERVICES

The following outlines the products and services that VCS will deliver to Oconee County Public Library during the requested IT Assessment. VCS will provide the consulting, system engineering and project management necessary to implement the requirements that the Customer has defined for this project.

Oconee County Public Library has requested VCS Inc. provide an IT Assessment to evaluate and document the existing IT infrastructure. The Assessment is required to determine the status, topology, data connectivity, stability, and general readiness of the existing network systems. Data collection will begin at Pine Street Walhalla, SC. The assessment will provide the foundation on which recommendations will be made to enable the existing network to run in a reliable and cost effective manner, and on which other applications could be configured successfully. Upon completion of the assessment, VCS will make recommendations, taking into consideration the goals and growth plans of Customer. The assessment will give Customer a better understanding of the existing network environment and provide a foundation on which other assessments (security, disaster recovery, software, etc.) could be more realistically evaluated.

## 3. PROJECT OBJECTIVES

VCS has identified the following objectives that need to be accomplished from this Statement of Work:

- a. Provide project management specifically for the following aspects of the project.
- b. Act as a single point of escalation for Customer.
- c. Coordination of all on-site activities with Customer's point of contact.
- d. Gather and review all documentation from installation team; acceptance testing and Customer signature.
- e. Coordination of System Engineering services for this Statement of Work.
- f. Review and administer the Project Change Control Procedure with Customer.
- g. Verify completion of site documentation deliverables identified below.

## A. DESCRIPTION AND SCOPE

The primary deliverable of the assessment is a document detailing the current state of the infrastructure, a list of recommended improvements including redundancy, and a proposed timeline.

VC3 will perform the following actions in creating the final assessment document:

- i. **Client PC (69):**
  - a. **Hardware Audit:** VC3 visits company owned PCs or Laptops and catalogs the current hardware setup. VC3 then takes the data and combines it into an Excel spreadsheet. This provides Customer with a current listing of hardware, which can be useful, both for reporting, as well as for insurance pricing. Additionally, this provides VC3 with the necessary information to recommend a specific PC replacement cycle.
  - b. **Software Audit:** The software audit allows us to list the software with each company-owned PC or Laptop machines in the Hardware Audit spreadsheet. This allows the Customer to determine whether they are in compliance with software licensing terms.
- ii. **Server Audit (6):** VC3 will audit Windows and UNIX-based servers and catalog the current hardware setup. VC3 then takes the data and combines it into an Excel spreadsheet. This provides Customer with a current listing of hardware, which can be useful, both for reporting as well as for insurance pricing. This also allows VC3 to determine if the present systems are sufficient to efficiently handle present and future services, and make recommendation thereof.
- iii. **Network (13): (Routers, Hubs, Switches, Firewalls, Wireless Access Points)** VC3 audits each network device and determines functionality. VC3 will provide a Network Diagram with IP addressing of all network infrastructure devices in the network.
- iv. **Power Infrastructure:** VC3 will assess current power infrastructure to ensure that existing UPS will provide adequate uptime for critical systems in the event of a power outage.
- v. **Cabling:** VC3 will arrange for evaluation of existing cabling and necessary upgrades that may be needed.
- vi. **Backup Strategy:** VC3 will determine a backup rotation to help ensure the availability of data should the data be corrupted or lost.



- vii. **Server and Network Monitoring:** VCS will recommend a monitoring solution that allows real time notifications of network or server issues.
- viii. **Wireless Assessment:** VCS will assess the four Library locations for wireless viability given the current hardware on site.
- ix. **Environmental:** VCS will arrange for implementation of a climate controlled and secure data center.
- x. **Other:** As time permits, VCS will investigate existing back up strategy and equipment, Internet access strategy, VPN strategy (Virtual Private network), and Spam/Spyware strategy, and Blackberry/Treo Strategy and make "Best in Class" recommendations for each.

#### B. PROJECT TIMELINE

VCS will provide a more detailed timeline and project plan after the Project kickoff meeting. Due to the time sensitive nature of this project, VCS can begin work as early as the week of May 27, 2008. VCS will require a signed copy of the SOW before starting this assessment.

### C. CUSTOMER RESPONSIBILITIES

The Customer Responsibilities are as follows:

- a. Customer shall provide a primary point of contact to the VC3 Project Manager.
- b. Customer is responsible for providing access for VC3 to sites that are owned / controlled by third parties.
- c. Customer will be asked to sign Customer Acceptance sign-off at concurrence of site completion for each site where VC3 has provided Services under this SOW.
- d. All relevant information and documentation must be provided to VC3 within (10) business days after written request by VC3 and Customer.

### D. ASSUMPTIONS

- i. VC3 performs installations between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding observed Federal holidays. VC3 Off-hours are defined as anything other than these hours.
- ii. Remote access to Customer environment may be needed in order to gather data.
- iii. Customer may be asked to provide user information that is required to implement this Statement of Work.

### E. CHANGE ORDER REQUEST

Any services provided by VC3 to the Customer outside the scope of work outlined in this proposal will result in a Change Order Request form or a separate Statement of Work. If the requested Change Order results in an increase or decrease in the cost of or time required for completion of the work, VC3 will notify Customer thereof and the adjustments will be reflected in the Change Order form. No Change Order form will not become effective unless and until it is agreed to and signed by the Customer and VC3.

### F. ACCEPTANCE TESTING

A Customer sign-off document will be required at the time of acceptance and prior to the Customer being invoiced. If Customer fails to participate in Customer acceptance within three business days of being notified by VC3 that the Project is ready for acceptance, the Project shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed.



#### G. VC3 RESPONSIBILITIES

VC3 is to carry its own liability and workmen's compensation insurance, with a copy evidencing the same provided to the customer prior to commencement of work as outlined in the SOW.

- i. VC3 is to pay its own taxes.
- ii. VC3 is an independent contractor hereunder, and not an employee of the Customer.

#### H. PROJECT BOUNDARIES

The following areas are out of scope for this Project. Should any of these services be desired, VC3 can provide the services surrounding the implementation on an hourly basis or in a separate Statement of Work.

- i. This SOW does not include configuring any other sites other than the 4 Public Library locations.
- ii. Work to be performed does not include any other services except those explicitly defined and stated in this SOW.



**4. PROJECT COSTS AND TERMS**



This is a Time and Materials project with estimated service hours cost of \$13,825.16 which is based on VC3's review of the Customer's objectives and required scope. The services cost is based on work provided during business hours. These estimates are neither fixed nor guaranteed. However, VC3 will not perform any services beyond the above mentioned hours estimates without notification and prior approval of the Customer. The Customer will be invoiced for all service hours as they are incurred on VC3's normal invoicing schedule.

Reasonable travel and related expenses (e.g., transportation, food, lodging, etc.) incurred by VC3 in connection with the execution of this Statement of Work will be billed separately.

More than one VC3 employee may work on the project at any given time. Hours include both time worked on site as well as time expected to be worked remotely. Any authorized services provided by VC3 to the Customer outside the scope of work outlined in this proposal will result in a change order or a separate statement of work. A Customer sign-off document will be required prior to implementation and prior to the Customer being invoiced.

The Customer will be invoiced for all service hours as they are rendered by VC3 based on VC3's normal invoicing schedule and / or upon Customer Acceptance as defined by this Statement of Work. 50% of the services fee is due upon full execution of this agreement with payment terms being Net 15 days.

Services and pricing are valid through June 5<sup>th</sup> 2008.

VC3	Greene County Public Library
By: 	By: 
Name: Michael T. Jann	Name: Jennifer Adams
Title: IT Mgmt. Consultant / VC3	Title: Librarian
Date: 5/29/08	Date: 5/29/08

Revision	Date	Author	Comment
<V1>	<date>	<author>	<initial version of document>
<V2>	<date>	<author>	<initial version of document>
<V3>	<date>	<author>	<initial version of document>

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** June 3rd, 2008  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

**Trehel Contract for the DSS Construction Audit;**

Since construction projects are among the largest and most complex financial expenditures undertaken by many entities Oconee County engaged Greene Finney & Horton, CPA's, in having a construction audit performed as outlined in Section VII General Provisions, subsection I of the Associated General Contractors document 410.

**BACKGROUND OR HISTORY:**

Oconee County issued Purchase Order 44333 to Trehel Corporation on June 26, 2007, in the amount of \$2,012,114, for the purpose of "Renovations to the Oconee County State Office Complex" (Department of Social Services) as per Associated General Contractors document 410 dated 5/4/07 (included as Attachment 1).

Trehel's Design-Builder's representative was Bryan Yoder, Project Manager, and Oconee County's representative was Lake Julian, Public Facilities Manager, as outlined in the attached contract. Oconee County was issued a Certificate of Occupancy on December 3, 2007.

The CPA's engaged in conducting the agreed-upon procedures are responsible for ensuring that all activities are performed in accordance with the professional standards established by the:

- American Institute of Certified Public Accountants;
- South Carolina Statutes

A copy of the accountant's report is attached.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The report does note two (2) findings which are included in the attached report.

The accountant's report notes that overall they found the accounting records to be in very good condition and the staff to be very knowledgeable about the details of the project.

**STAFF RECOMMENDATION:**

Staff is implementing recommendations that relate to both findings.

**FINANCIAL IMPACT:**

The cost of the review was estimated at \$6,000 (final payment has not been received)

**ATTACHMENTS**

- 1) Report from Greene Finney & Horton, CPA's

**Submitted or Prepared By:**

  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Surratt, County Administrator



April 28, 2008

Oconee County  
Walhalla, South Carolina

We have performed the procedures enumerated below, which were agreed to by Oconee County (the "specified users"), related to the DSS Building construction project, solely to provide the County with an independent financial analysis of satisfactory financial accounting of the project. These agreed-upon procedures were performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of this report. Consequently we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

During April, 2008 we performed the following agreed-upon procedures, with the following findings:

1. We reviewed the following documents, agreeing the amounts as necessary to supporting documentation:
  - a. The proposal from Trehel
  - b. The Trehel contract and change orders
  - c. The AIA invoices
  - d. Supporting documentation from Trehel and subcontractors for the AIA invoices as considered necessary

**Findings:** We noted that the original purchase order for the Trehel contract was written for \$30,000 less than what it should have been (due to a clerical error), but we did not find system documentation supporting the change to the original purchase order to increase it by \$30,000, even though the first change order listed the original purchase order for the corrected amount. We recommend the County consider adding to the procurement policies and procedures that original purchase order amounts should not be able to be changed without supporting documentation within the procurement system that has been approved by the procurement director or delegated position.

2. We reconciled the total costs of the project per the County general ledger and capital asset records to:
  - a. The initial contract and change orders
  - b. The AIA invoices from Trehel
  - c. The checks issued by the County

**Findings:** No differences were noted in the system. We noted very minor differences or errors in the spreadsheets utilized. What we recommend is that the County consider including the following in their major capital project process:

- The preparation of a one or two page summary that provides the important highlights of the project, such as:
    - Council approval dates
    - Major contract amounts and change orders
    - A summarized actual versus budgeted results including the reasons for any significant differences
    - Any other pertinent information considered important to the project
  - We have prepared a simplified example of a this summary report, see attachment A
3. In vouching to supporting documentation we:
- a. Reviewed the descriptions on the invoices for reasonableness.
  - b. Reviewed the invoices for potential duplication of costs.
  - c. Compared the actual results to budget.

**Findings:** No differences or errors were noted. See the recommendation under #2 above.

Please note that overall we found the accounting records to be in very good condition and the staff to be very knowledgeable about the details of the project.

We were not engaged to, and did not perform an examination, the objective of which would be the expression of an opinion on the financial statements of Oconee County, subsequent to June 30, 2007. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. This report is intended solely for the information and use of the specified users, and is not intended to be and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purpose.

*Greene, Finney & Horton, LLP*  
Greene, Finney & Horton, LLP  
April 28, 2008

ATTACHMENT A

Oconee County, South Carolina  
DSS Building Renovation  
As of 3/1/2008

**Purpose:** Renovate old industrial building in order to provide update offices for the Department of Social Services and Health and Human Services

**Council Action:**

November 21, 2006 Approval of purchase of buildings from West Union Realty  
May 15, 2007 Authorization for Administrator to enter into contract with Trebel Construction  
May 23, 2007 Approval of DSS project amount totaling \$3,857,114  
August 8, 2007 Approved change orders #1 and #2 for Trebel contract

**Major vendors:**

Trebel	
Original	\$ 2,042,114
Change orders	32,348
	<u>2,074,462</u>
West Union Realty	<u>830,000</u>
Interstate Roofing	<u>437,950</u>
Construction Products of NC	<u>330,000</u>
Ard, Wood & Hoibonnie	<u>80,532</u>
Total of major vendors	<u>\$ 3,902,951</u>

**Project Financial Summary:**

Funding and budget	
County	\$ 3,528,114
State	500,000
	<u>4,028,114</u>
Actual costs:	<u>3,904,260</u>
Difference	<u>\$ 123,854</u>

Note: The remaining balance represents state funds that are planned to be used for landscaping and media costs. There is no time limit in when the funds must be spent.

**Beth Hulse**

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**From:** Dale Surratt  
**Sent:** Friday, June 06, 2008 11:07 AM  
**To:** Beth Hulse  
**Subject:** FW: CMS

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**From:** Becky Gerrard  
**Sent:** Thursday, May 29, 2008 11:15 AM  
**To:** Dale Surratt  
**Cc:** Sallie Smith  
**Subject:** CMS

Dale,

I hope this helps in answering your questions:

1. \$64,500 is estimated as equipment and wiring for the courthouse and magistrates offices. When will that equipment need to be replaced? What does the Judicial Dept. use as an estimating guide for annual price increases for the equipment and related installation services? For example, if we used a 10% annual increase and the equipment had to be replaced in 5 years then we would need to have about \$95,000 set aside at the end of life of the equipment. The equipment purchased for Oconee County was CISCO equipment and was warranted for one year. The County is responsible for the upkeep and warranty after the first year. It is unknown how long equipment can last, that is why the counties are encouraged to purchase warranties. When the equipment was purchased in 2005, the quote for a one year warranty on 5 pieces of equipment was \$2157.30.
2. Will this hardware and software stand alone or will it partially utilize the County's existing infrastructure? If it will utilize existing infrastructure, is there existing equipment in the courthouse or magistrates offices that will need to be replaced earlier than normal in order to maintain support to the judicial system? Do we have an estimate on those costs? The hardware that was purchased for Oconee County is the infrastructure and is how all buildings are communicating and providing network services to Oconee County. The Case Management System (CMS) runs over the internet. As long as the internet is functional, the Clerk's and Magistrate's offices will have access to the CMS. The cost are dependent upon what the county pays now.
3. The software support is estimated at \$15,000 and the remote hosting/technical support is \$30,000. What has been the history on rate increases since these services have been in place? 3 What does the Judicial Dept. estimate for usual increases in FY2011 and subsequent years? 0



4. Credit card usage was mentioned. How will the credit card information be protected? No credit card information is stored in the CMS database or with SC.gov. That information is electronically transmitted via a secure encrypted transaction through SC.gov to the credit card company. Will credit card information be stored on any County computers? No Who will pay the credit card fees? Citizen if the citizen pays, will they be notified of the charge during the transaction and be able to acknowledge the fee or cancel the transaction as is the normal case with using an "out of network" ATM? YES How will the fee amounts be detailed on the citizen's receipt? Case Amt 80¢ / Convenience Fee Amt / SC.gov Portal Fee Amt / Total Amt Will any entity, besides the credit card processor, receive a portion of the credit card fees? The processor, SC.gov, gets the \$1.00 partial fee and the credit card company gets the 1.83% convenience fee.
5. We may have the new Census information by 2011. Is the software charge per capita or are there ranges? I would expect at least an additional 10,000 people if everyone now in the County is counted. The charge is based on the 2000 census. We have no plans at this time to increase that amount based on the new census.
6. Will there be a contract or inter-governmental agreement between the Judicial Dept. and the County for the equipment, software, and remote hosting/technical support? Yes if so, can we get a copy of the proposal so that we can get the County Attorney to review? Yes.
7. Can you send me an electronic version of the presentation made to Council so that I can send it to Mike Jarin with VC3? The presentation is too large to send electronically. Can they image their copy?
8. Has anyone spoken with QS1 to discuss the transition from their system to this proposed system? Not needed. It was proposed at the Council meeting that the systems would never run in a parallel mode. Correct. One day you will be on QS1 and then the next you will be on the Judicial system? Correct. Do you have full confidence that this switch over will occur as proposed? We have converted 16 counties to date (9 were QS1 counties) using this method and will have converted close to 20 (3 more QS1 counties) by the time we get to Oconee County. We have not encountered any issues that required the county to go back to their legacy system.
9. Brad Norton's comment was that he believed that this software system will eventually be mandated by the State. What information do you have about that mandate? Justice Toal's goal is to have each County in the State on the CMS by 2010.

**Oconee County, South Carolina  
Proposed Fee Increase Schedule**

Oconee County would like to present this Proposed Fee Increase Schedule for review prior to the meeting, June 3, 2008 (public hearing that will commence at 7:00 p.m.) in the Auditorium of the Walhalla High School, 151 Razorback Lane, Walhalla, SC.

**OCONEE COUNTY SOLID WASTE PROPOSED FEE INCREASES  
EFFECTIVE JULY 1ST, 2008**

	Current Rate - Set in 2003	New Fee
MSW Transfer Station Tipping Fee	\$38.50 per ton	\$45.00 per ton
C & D Landfill Tipping Fee (see last set in 2008)	\$25.00 per ton	\$30.00 per ton
Miscellaneous *Tax included	\$16.60 per 5000#	\$18.00 per 5000#

**OCONEE COUNTY REGIONAL AIRPORT PROPOSED FEE INCREASES  
EFFECTIVE AUGUST 1ST, 2008**

	Current Rate - Set in 2002	New Rate
T-Hanger Rental Rates	\$ 35.00 per month \$165.00 per month	\$155.00 per month \$235.00 per month
Aircraft Tie-down rate	\$21.00 per month	\$25.00 per month
Long term parking fee	no charge	\$10.00 per month per vehicle

**OCONEE COUNTY ANIMAL CONTROL PROPOSED FEE INCREASES  
EFFECTIVE JULY 1ST, 2008**

	Current Rate - Set in 2005 or earlier	New Rate
Dog Adoptions	\$45.00 per dog	\$75.00 per dog
Cat Adoptions	\$35.00 per cat	\$65.00 per cat

**OCONEE COUNTY ROCK QUARRY PROPOSED FEE INCREASES  
EFFECTIVE JULY 1ST, 2008**

	Current Rate - Set in 2006	New Rate
Crusher Run	\$ 3.50 a ton	\$ 5.85 a ton
Gap Rock	\$ 4.80 a ton	\$ 6.15 a ton
Oversize	\$ 6.80 a ton	\$ 8.00 a ton
Screenings 5" - 1"	\$ 6.75 a ton	\$ 8.00 a ton
Top Gravel	\$ 7.50 a ton	\$ 9.00 a ton
Large Stone (Class A)	\$11.20 a ton	\$10.45 a ton
Top Cap (Class B)	\$13.30 a ton	\$10.55 a ton
Top Cap (Class C)	New Product	\$10.85 a ton
Top Cap (Class D)	New Product	\$10.75 a ton
Asphalt Sand 5"	\$ 8.75 a ton	\$ 8.55 a ton
5"	\$ 8.75 a ton	\$ 8.75 a ton
Bottoms (Class E)	\$15.75 a ton	\$16.05 a ton
Flat Bottoms	\$14.75 a ton	\$19.05 a ton

**OCONEE COUNTY PARKS PROPOSED FEE INCREASES  
EFFECTIVE JULY 1ST, 2008**

	Current Rate - Set in June 2006 or earlier	New Rate
<b>ADMISSION FEES</b>		
Daily	\$ 2.00 per vehicle	\$ 2.00 per vehicle Daily
Year-round parking as soon as two rangers are installed		
Boat parking or launching	\$ 3.00 per hour	\$ 5.00 per hour
<b>CAMPING</b>		
Oconee County Resident	\$15.00 per night	\$15.00 per night
Non-resident	\$17.00 per night	\$20.00 per night
Waterfront Site Oconee County Resident	\$17.00 per night	\$20.00 per night
Waterfront Site Non-resident	\$19.00 per night	\$25.00 per night

No discounts for senior citizens, legally disabled or veterans.

All camps must have current license plates to be eligible for camping.

No waterfront site can be occupied for more than fourteen (14) days and the party may not rent another waterfront site for the next seven (7) days. No rebooking allowed.

**COONEE COUNTY PARKS PROPOSED FEE INCREASES:**

EFFECTIVE JULY 1ST, 2008

Current Rate - Set in  
June 2008 or earlier

New Rate

**BUILDING RESERVATIONS**

All fees include a security deposit which is refundable if not lost/damaged

**Recreation Building**

1-50 persons	\$135.00 for 1/2 day	\$60.00 for 1/2 day
51-100 persons	\$200.00 for 1/2 day	\$100.00 for 1/2 day
101-150 persons	\$310.00 for 1/2 day	\$150.00 for 1/2 day
151-200 persons	\$425.00 for 1/2 day	\$175.00 for 1/2 day
201-300	\$575.00 for 1/2 day	\$275.00 for 1/2 day
301+	\$400.00 for full day only	\$400.00 for full day only

**Rock Shields**

**Chau Ran Park**

Shelter #1 maximum number of 30 persons	\$30.00 for 1/2 day	\$37.00 for 1/2 day
Shelter #2 maximum number of 30 persons	\$30.00 for 1/2 day	\$30.00 for 1/2 day
Shelter #3 maximum number of 12 persons	\$20.00 for 1/2 day	\$20.00 for 1/2 day
Gazebo #1 maximum number of 12 persons	\$20.00 for 1/2 day	\$20.00 for 1/2 day
Gazebo #2 maximum number of 12 persons	\$20.00 for 1/2 day	\$20.00 for 1/2 day

**South Cove Park**

Shelter	\$50.00 for 1/2 day	\$50.00 for 1/2 day
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**Hill Field Park**

Four Shelter 1-50 persons	\$20.00 for 1/2 day	\$30.00 for 1/2 day
Four Shelter 51-75 persons	\$40.00 for 1/2 day	\$40.00 for 1/2 day
Patio Deck 1-50 persons	\$20.00 for 1/2 day	\$30.00 for 1/2 day
Patio Deck 51-75 persons	\$40.00 for 1/2 day	\$40.00 for 1/2 day
Patio Deck 76-100 persons	\$60.00 for 1/2 day	\$60.00 for 1/2 day
Patio Deck 101-120 persons	\$80.00 for 1/2 day	\$80.00 for 1/2 day

**Woodstock Park**

Weddings less than 100 persons	\$200.00 for 1/2 day	\$250.00 for 1/2 day
Weddings 101+ persons	\$400.00 for full day	\$500.00 for full day
Reception (Guests 2) reception (for off the walling)		
Less than 100 persons		\$100.00 for 1/2 day
Less than 100 persons		\$200.00 for full day
101+ persons		Follow Recreation Building rate

**Tennis**

Tennis	Free if not reserved	\$5.00 per hour to reserve
Volleyball	\$1.00 per game	\$3.00 per game to reserve
Soccer field	Free if not reserved	\$5.00 per hour to reserve
Volleyball	Free if not reserved	\$5.00 per hour to reserve

Members of the public are invited to attend the public hearing and, in person, at that time.

Directions: Travel west on SC-28 into Waltham. Turn right onto SC-183 (N. Catherine Street) and follow for 1.3 miles. Turn left onto Razorback Lane and follow 0.3 miles to the Waltham High School.

**Animal Control**  
**Proposed Fee Changes**  
**June 3, 2008 County Council Meeting**

	<b><u>Current Rate</u></b> <small>[set 2005 or earlier]</small>	<b><u>New Rate</u></b>
Dog Adoptions	\$45.00 per dog	\$75.00 per dog
Cat Adoptions	\$35.00 per cat	\$65.00 per cat

Listed below is the Sheriff's Department justification for rate increases listed above.

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**010-110-30062      Medical**

The Animal Shelter continues to struggle to meet the rising costs of veterinary care. Costs for animal alteration have increased significantly in the past two years. Additionally, veterinarians are routinely called in to emergency cases involving animal seizures to evaluate and treat animals who are malnourished and mistreated. In this budget, it is proposed that the adoption fees for both dogs and cats be substantially increased in an effort to offset the associated costs. As a non-profit entity, most operations to date have caused the shelter to operate at a loss in order to meet the growing demands from the public.

It is important to note that the adoption surgeries required by ordinance for each animal adopted are completely separate from the spay/neuter assistance program offered by the Oconee County Humane Society.

**OCONEE COUNTY PARKS, RECREATION & TOURISM**  
**671 HIGH FALLS ROAD**  
**SENECA, SOUTH CAROLINA 29672**

**PRT OFFICE-** 864-888-1488  
**FAX-** 864-888-1489  
-General Information  
-Building/Shelter Reservations

**CHAU RAM PARK-** 864-647-9276  
**SOUTH COVE PARK-** 864-882-5250  
**HIGH FALLS PARK-** 864-882-8234

{Note – The following is a proposed fee schedule. The areas in (parenthesis) or highlighted are proposed changes by Phil Shirley. The areas with a line through or *italicized* are proposed revisions to Shirley's changes by Dale Surret. Everything else is the current fee schedule.

These are not final and are provided for your discussion at the 05/20/08 Council meeting. Based on your discussions, we will publish an ad with the fee changes (as well as the animal control and quarry fee changes) with a notice that a public hearing will be on 06/03/08.

**SEE SCHEDULE-Effective as noted**

**CAMPING:**

**OCONEE COUNTY RESIDENTS(Per Day) – 07/01/08**

\$15.00

~~\$17.00~~ *\$20.00* Waterfront Site

~~\$12.00~~ Senior Citizens(65+)/Legally Disabled

Must show proof from Veterans Affairs or have applicable license plate

~~\$14.00~~ Waterfront Site Senior Citizen/Legally Disabled

**NON-RESIDENT FEES(Per Day) - 07/01/08**

(~~\$20.00~~) \$17.00

(~~\$22.00~~) ~~\$19.00~~ *\$25.00* Waterfront Site

(~~\$17.00~~) ~~\$14.00~~ Senior Citizens(65+)/Legally Disabled

Must show proof from Veterans Affairs or have applicable license plate

(~~\$19.00~~) ~~\$16.00~~ Waterfront Site Senior Citizen/Legally Disabled

\*\*Up to two (2) tents per site or one (1) camper/RV and one (1) tent per site

\*\*No group discounts. Maximum number of six (6) people per site.

\*\*No campsite reservations. All campsites are first come, first serve!

**\*\*Only persons 18 years of age or older may register for campsite. Must have positive ID to register for camping. Must show proof of age or disability for reduced rate. All Campers must have current license plates or bill of sale pending licensing to be eligible for camping.**  
**April 1 – Oct. 1- No waterfront camp site can be occupied for more than seven (7) days and the party may not rent another waterfront site for the next seven (7) days. No subleasing of sites is allowed.**

**BUILDING RESERVATIONS:**

All Building/Shelter Reservations- (864) 888-1488 – 07/01/08  
 All buildings and shelters can be reserved from 10:00 a.m.-3:00 p.m. and/or 4:00 p.m.-9:00 p.m. (Chau Ram 4:00 p.m.-Dark), except for groups over 300 at the Recreation Building. Those groups must reserve for all day. Park gates are locked at 10:00 p.m. with the exception of **CHAU RAM** Park which locks at **DARK**. Groups are responsible for clean up after use. Fees must be received within 30 days of making reservation and paid in full prior to the reservation.  
 \*\*Organized Oconee County youth/scout groups and Oconee County government agencies may qualify for discounts October 1-April 30. Contact PRT office for details.

**RECREATIONAL BUILDING:**

| Party Size       | Rental Fee                               | Deposit Required |
|------------------|------------------------------------------|------------------|
| 1-50 100 persons | <del>\$50.00-45.00</del> \$100 (1/2 Day) | \$50.00          |
| 51-75            | <del>\$65.00-55.00</del> (Half Day)      | \$50.00          |
| 76-100           | <del>\$80.00</del> (Half Day)            | \$50.00          |
| 101-150          | \$110.00 \$150 (Half Day)                | \$50.00          |
| 151-200          | \$175.00 (Half Day)                      | \$100.00         |
| 201-300          | \$275.00 (Half Day)                      | \$100.00         |
| 301+             | \$450.00 (Full Day only)                 | \$100.00         |

201+ Persons- Full Day rentals include Patio Deck at High Falls also, if available

SECURITY DEPOSIT REFUNDABLE AFTER EVENT IF SITE LEFT CLEAN

**PICNIC SHELTERS:**

All Shelters require a \$50 refundable deposit 07/01/08  
 All Wedding activity require a \$100 refundable deposit

|                                                 |         |                      |
|-------------------------------------------------|---------|----------------------|
| Shelter #1 (Chau Ram) max. number of 36 .....   | \$20.00 | (\$30.00)(Half Day)  |
| Shelter #2 (Chau Ram) max. number of 36 .....   | \$20.00 | (\$30.00)(Half Day)  |
| Shelter #3 (Chau Ram) max. number of 12 .....   | \$20.00 | (Half Day)           |
| Gazebo #1 (Chau Ram) max number of 12 .....     | \$20.00 | (Half Day)           |
| Gazebo #2 (Chau Ram) max number of 12 .....     | \$20.00 | (Half Day)           |
| *Pavilion (South Cove) .....                    | \$50.00 | (Half Day)           |
| Point Shelter (High Falls) 1 – 50 persons ..... | \$20.00 | (\$30.00) (Half Day) |



|                                                  |         |                      |
|--------------------------------------------------|---------|----------------------|
| Point Shelter (High Falls) 51 - 75 persons ..... | \$40.00 | (Half Day)           |
| Patio Deck (High Falls) 1 - 50 persons .....     | \$20.00 | (\$30.00) (Half Day) |
| Patio Deck (High Falls) 50 - 75 persons .....    | \$40.00 | (Half Day)           |
| Patio Deck (High Falls) 76 - 100 persons .....   | \$60.00 | (Half Day)           |
| Patio Deck (High Falls) 100 - 120 persons .....  | \$80.00 | (Half Day)           |

**WEDDINGS** - ~~\$200.00~~ \$250 (Half Day) Recreation Building and Shelter of choice (if available)  
~~\$400.00~~ \$500 (Full Day) Recreation Building and Shelter of choice (if available)

**REHEARSAL DINNERS & RECEPTIONS** (off-site wedding)  
 Less than 100 persons \$100.00 (Half Day) \$200.00 (Full Day)  
 101+ persons \$200.00 (Half Day) \$400.00 (Full Day)

**ADMISSION FEES:**

~~Daily May 1 thru Labor Day Weekend - Year Round -~~  
*starting as soon as the iron rangers are installed.*  
**Weekends/Holiday-use staff for fee collection**  
**Weekdays-use Iron Rangers**

Daily ..... \$2.00 per person Adult (Age 16 & +)  
*Access for use of tennis courts requires fee*  
 Senior Citizens/Legally Disabled with Proof \$1.00 per Adult (Age 65+)

*Off (Oct. 1 - April 1) Season Pass (In County Resident)..... \$25.00*  
 \$15.00  
 Season pass (Out of County).....\$50.00 \$20.00

• *Off Season pass may be purchased at South Cove, High Falls, Chau Ram, or the PRT office*

*Boat parking or launching fee - \$5*

- Admission Fees \_\_\_\_\_ Option 1 - As is, charging daily through the prime season  
 \_\_\_\_\_ Option 2 - As is, with boat parking fee (\$2.00)  
 \_\_\_\_\_ Option 3 - Charge year round

I recommend Option 1 or 2. This allows locals to still enjoy the parks for leisure activities part of the year for free. I feel off season admission would amount to very minimal revenue and will decrease park use and local support.

**TENNIS:** ~~Free if not reserved.~~ \$2.00 \$5.00 per court per hour to reserve. (South Cove / High Falls)

**MINIATURE GOLF:**

~~\$4.00~~ ~~\$3.00~~ PER GAME. Check with Superintendent for hours. Group rate of \$100.00 all day. (High Falls)

**SOFTBALL FIELD:**

~~Free if not reserved.~~ ~~\$2.00~~ ~~\$5.00~~ per hour to reserve. (High Falls)

**VOLLEYBALL:**

~~Free if not reserved and person has own ball.~~ ~~\$2.00~~ ~~\$5.00~~ per hour to reserve, with or without ball. (South Cove / High Falls)

**HORSESHOES:**

~~Free if person has horseshoes.~~ ~~\$0.50~~ ~~\$3.00~~ per hour to rent horseshoes. (South Cove / High Falls)

POSSESSION AND/ OR CONSUMPTION OF ALCOHOLIC BEVERAGES IS PROHIBITED IN ALL COUNTY PARKS, INCLUDING BUT NOT LIMITED TO BUILDINGS, SHELTERS, BOAT DOCKS AND ALL OTHER AREAS.

Oconee County Parks, Recreation & Tourism  
Cancellation Policy

- \* Reservations are accepted for buildings, shelters and gazebos at Chau Ram, High Falls and South Cove County Parks.
- \* Reservations are not accepted for camping.
- \* All fees, including rental fee and deposit are due for reservations within 30 days of reservation being made, or prior to the start of the reservation if reservation made with less than 30 day notice. Proof of paid receipts may be requested by park staff.
- \* Any payment not received in full by close of business day prior to the reservation must be paid at the park prior to beginning of reservation time.
- \* All reservations cancelled with at least a 30 day notice will receive a full refund of rental fees and deposit.
- \* No refunds will be granted if reservations are cancelled with less than 30 days notice.
- \* Refunds will not be granted for inclement weather.
- \* Refunds will not be granted for no-shows, unless approved by Park Superintendent due to emergency circumstances.

Phone Call / Email Log re: PRT / Camping Fee Changes

*(with check)*

| <u>DATE</u> | <u>PHONE/EMAIL</u> | <u>NAME</u>              | <u>ADDRESS</u>  | <u>COMMENT</u>                                                                                                                                                                                                                                      |
|-------------|--------------------|--------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5-22-08     | Phone              | Mrs. Rena Cantrell       | Leicester, NC   | Long term campers - senior citizens - 50% increase too high - no new services - can't afford any longer if rates not lowered - bring NC money to county - for every three days there will have to stay one day less - not worth travel @ gas prices |
| 5-22-08     | Phone              | Mrs. Betty Mahaffey      | Waynesville, NC | Camped at High Falls 30 yrs - started @ \$3/night - can't afford new rates - look forward to camping all year long - widow - like to say 3-4 weeks on water, should be able to continue to do so - too high a rate jump too quickly                 |
| 5-22-08     | Phone              | REFUSED / Private Number | Greene County   | New rates too high for senior citizen, too big an increase - won't ever go to Chau Ram again, rude young man with beard and refused entry - pay taxes and should be able to walk in                                                                 |

**Beth Hulse**

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**From:** Stephanie Matheson  
**Sent:** Tuesday, May 27, 2008 8:04 AM  
**To:** Dale Surret; Beth Hulse  
**Subject:** FW: South Cove Changes

**From:** debbiekfowler@bellsouth.net [mailto:debbiekfowler@bellsouth.net]  
**Sent:** Monday, May 26, 2008 6:38 PM  
**To:** Stephanie Matheson  
**Subject:** South Cove Changes

As I understand it there are some people wanting to change some of the existing rules that apply at South Cove Park. I am an Oconee County citizen, I pay my taxes and I pay all my camping fees when I frequently visit this park.

My family have been camping at this park for over 8 years now. We are usually there during every holliday and even for a week during the Thanksgiving week. We are proud to be oconee citizens and enjoy the beauty of this park, so much so, that we never camp at any other campground in or out of our fine county.

My problem is with the people that wish to complaine about not getting one of the 'better lakefront' camping spots. I'm sure everyone would love to wait until the holiday weekend to come and pick out a great spot with no worries, but there is only a limited amount of these prime spots.

In order to get these lots, my family tries to always plan ahead for this. Although it will cost us an extra 3 and a half weeks of camping fees, we are willing to do it just to have the lot of our choice. Any one who is a frequent south cove camper realizes this and many do as my family does and will continue to do.

If the county decides to limit the spot stay from 30 days to 14 days, I am sure the county will lose money. I have just returned from an excellent camping trip at the park. Yes I had a prime lakefront spot. Yes I paid the additional fee for lakefront. Yes I arrived 30 days BEFORE the holliday to ensure I get the spot I want. And yes I paid for the entire 30 days of my visit.

My family had a wonderful time and I hope we will be able to continue to do so in the future.

If I and others are willing to pay the extra money, to my county, for this privilage, maybe others should consider the same.

Thank you,  
Alan and Debbie Fowler

**Beth Hulse**

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**From:** Stephanie Matheson  
**Sent:** Tuesday, May 27, 2008 12:52 PM  
**To:** Dale Surratt; Beth Hulse  
**Subject:** FW: South Cove

*Thanks,*

**Stephanie**

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**From:** Gilden, Tony [mailto:Tony.Gilden@orianrugs.com]  
**Sent:** Tuesday, May 27, 2008 12:52 PM  
**To:** Stephanie Matheson  
**Subject:** South Cove

Mr. Surratt, I urge you to please consider carefully the proposed changes regarding South Cove County Park. I am a life-long resident of Seneca and I have been camping at South Cove for many years. I certainly understand that price increases are needed in these difficult times. I also understand that a premium should be paid for water front sites. However, I ask you to consider the following opinions. I would lean toward the boat launch fees considering these individuals are taking advantage of the excellent security at the park. I don't like to generalize, but for the most part these individuals are choosing to invest large dollars into their boats and equipment and use the lake in spite of high gas prices. The convenience and security of the park should come at a price and after all, they are only using the park as a parking lot. However, on the camping side, you tend to have families with children that have embraced camping instead of trips to the coast or to the mountains. South Cove is one of the cleanest and most secure campgrounds that I have visited. Shaun does an excellent job of creating a family atmosphere. Again, I urge you to look elsewhere for income instead of the families using the campground. Finally, I would like to address the long-term campers. I know many of these individuals and I can assure you that they are family oriented and truly care about the park and the family atmosphere. These long term campers are "guaranteed" money and help keep many spaces rented all week long. To force them to move would open many spots up to more transient campers. This would leave many premium spots unrented during the week. Please review the history of the tent sites to see that many weekdays they are empty. Thank you.

*Tony Gilden*  
Technical Manager  
Orlan Rugs  
Cell Phone (864) 934-8836  
Fax (864) 231-8785



**Beth Hulse**

---

**From:** Stephanie Matheson  
**Sent:** Tuesday, May 27, 2008 9:50 AM  
**To:** Dale Surratt; Beth Hulse  
**Subject:** FW: Oconee County Parks

*Thanks,*

**Stephanie**

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**From:** Hope Addis [mailto:hope.addis.pk@a.statefarm.com]  
**Sent:** Tuesday, May 27, 2008 9:50 AM  
**To:** Stephanie Matheson  
**Subject:** Oconee County Parks

Mr. Surratt,

Please reconsider the changes the County Council has proposed to make to the 30 day occupancy regulations.

I understand the concerns that some may have with the lakefront lots, but in my experience camping at South Cove, the only time there is an issue with the waterfront lots is during a major holiday- Memorial day, Fourth of July, Labor day. If the 14 day rule for waterfront lots is imposed and after 14 days, campers have to move to an inside space and there are waterfront lots available, the county would lose the difference between a waterfront lot and the interior lot. Typically, campers will come down for the holiday weekend and pack up and leave the evening after the holiday. And for county residents like myself, it is very nice to be able to utilize our County parks for a month at a time. I would rather spend my hard earned money in my own county.

Thanks for your consideration in this matter.

Sincerely,  
Hope Addis  
117 Jamlette Dr.  
Walhalla SC 29691  
864-638-7284  
864-723-2073

**Beth Hulse**

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**From:** Clarence Cantrell [clarencantre@yahoo.com]  
**Sent:** Friday, May 23, 2008 7:38 PM  
**To:** Beth Hulse  
**Subject:** High Falls Campground price increase

We are long time campers of the High Falls campground and have recently heard about the price increase that could occur. I am 76yrs old and live on a fix income, as a family we enjoy spending time at the lake and enjoying the water. I was very upset that the senior citizen discount will be taken away and the site prices being raised. Unfortunately if this takes place then me nor my family will be able to afford the enjoyment we have had at the campground.

Clarence Cantrell

**Beth Hulse**

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**From:** Roger Cantrell [rcmhunting@yahoo.com]  
**Sent:** Friday, May 23, 2008 7:52 PM  
**To:** Beth Hulse  
**Subject:** Price Increase

This E-Mail is in response to the price increase that is being proposed by Oconee county regarding campsites at High Falls Campground. I have been visiting this park for a number of years. I am displeased to find out that a price increase is being considered. During this day and time of rising fuel costs ordinary citizens are struggling to make ends meet. Camping is something my family and I enjoy very much. We hate to see the past time which we enjoy become somewhat of a financial affair. This E-Mail is just a notice of disappointment on my families part. I truly hope this does not become a reality and we can continue to visit High Falls County Park.

Thank You;

Roger and Jackie Cantrell

**Beth Hulse**

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**From:** Stephanie Matheson  
**Sent:** Tuesday, May 27, 2008 8:05 AM  
**To:** Dale Surret; Beth Hulse  
**Subject:** FW: South Cove County Park  
**Importance:** High

*Thanks,*

*Stephanie*

---

**From:** 66gto@bellsouth.net [mailto:66gto@bellsouth.net]  
**Sent:** Saturday, May 24, 2008 10:36 AM  
**To:** Stephanie Matheson  
**Subject:** South Cove County Park  
**Importance:** High

To All County Council Members & County Administrators

Re: South Cove County Park

It has been brought to my attention that South Cove County Park is being considered for a change in rules & regulations for camping.

My family & I have been camping at South Cove since the early 1980's. We have seen many changes through the years & all have been positive thus far. In fact, it has been our primary choice for vacation especially because of the 30 day allowance policy to remain on your campsite. We have spent thousands of dollars in Oconee county through the years not only in South Cove but also buying fuel for our motorhome, jet skis & pontoon, groceries & all supplies needed for camping. We also patronize quite a few of the restaurants as well.

If the rules are changed to require movement or to vacate the premises every 2 weeks, I feel that Oconee County will lose revenue. As we get older, it is not as easy to pack up & move. With the cost of gas being what it is, if we have to vacate the premises, We would just go home. We stay at South Cove for 2 months in the Spring/Summer season & 2 months in the Fall.

Oconee County has been our second home for over 20 years & now we feel that we are no longer wanted here.

We are asking that all rules & regulations remain as they are today.

Thank you,  
James D. & Vickie Myers

**Beth Hulse**

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**From:** Stephanie Matheson  
**Sent:** Friday, May 23, 2008 8:02 AM  
**To:** Dale Surrett; Beth Hulse  
**Subject:** FW: County Parks

*Thanks,*

*Stephanie*

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**From:** Dwight Addis [mailto:addisdwight@bellsouth.net]  
**Sent:** Thursday, May 22, 2008 2:54 PM  
**To:** Stephanie Matheson  
**Subject:** County Parks

These are my feelings exactly.

Dwight Addis 117 Jamiette Dr Walhalla, SC

Hello All,

The County Council will be discussing various changes to ALL County parks on June 3rd. One of those changes is below:

*April 1 - Oct 1 No waterfront camp site can be occupied for more than fourteen (14) days and the party may not rent another waterfront site for the next (14) days. No subleasing of sites is allowed.*

I have been told this is to make more waterfront sites available. I have been camping at South Cove for the last 7 years from late April until mid July and there are ALWAYS waterfront sites available, except for during the Memorial Day and July 4th. So this change is not necessary!

We CANNOT allow the Council to make this change. We want to keep the 30 day occupancy we currently have. Please email [smatheson@occonesc.com](mailto:smatheson@occonesc.com) and voice your concern that the 30 day occupancy rule not be changed. Or call 888-1488, to the Director Phil Shirley.

We need your help!!! Call or email now.

**Beth Hulse**

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**From:** Phil Shirley  
**Sent:** Friday, May 23, 2008 10:48 AM  
**To:** Gale Surratt  
**Cc:** Beth Hulse; Sean McGuffee; High Falls Park  
**Subject:** Waterfront camping

FYI-I know anytime there is change, you'll have a forefront of complaints and they may or may not fade out, but wanted to share with you about the last few days regarding changes to the fee policy.

I've had several phone calls about the reduction to 14 day max on the waterfront and the deleting of Sr. Citizen discounts, so has South Cove and High Falls Superintendents. There is a group who plan to attend the June 3 public hearing on these issues. My understanding is that the 14 day max change was due to complaints to Council about not being able to get on the water during busy times. As I shared with you, I was not aware of any complaints and have not had issues with people bidding down, but it was not something I questioned. However, I can see the point the campers are making to me. The campers' issues are that this reduction is not going to make a difference and will actually costs the County revenue. Their stance is that if a 14 day maximum is placed on the waterfront site, there will not be revenue associated with people camping and paying for 30 days prior to a holiday, it will be revenue for only the 14 days prior and it will be a race to see who can set up the fastest the 14<sup>th</sup> day prior to the holiday weekend. Their point is that we only fill up completely 4-5 days prior to a holiday and that people should plan a little better and not wait until the last minute, then not get a spot and complain about it. Just wanted you to be aware of the complaints and that I feel the stance we used for this change, which is that we want to be providing additional opportunities for more campers to enjoy waterfront access is not being justified against their complaints.

The Sr. complaints are that they are being hit with a \$6 per night increase by raising the waterfront costs and doing away with the discount. Out of county Sr. Citizens are complaining about the same thing, but theirs is a \$9 per night increase.

I shared with them that this is a proposal and that concerns could be shared at the Public hearing. Most are saying they will call their Councilman directly.

*Phil Shirley*  
Director  
Oconee County Parks, Recreation & Tourism

415 South Pine Street  
Walhalla, SC 29691  
(864) 888-1488  
Fax (864) 888-1489  
[www.experienceoconee.com](http://www.experienceoconee.com)  
[pshirley@oconeesc.com](mailto:pshirley@oconeesc.com)



**Beth Huise**

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**From:** Stephanie Matheson  
**Sent:** Thursday, May 22, 2008 2:44 PM  
**To:** Dale Surratt; Beth Huise  
**Subject:** URGENT - Need Your Help

*forwarded anonymous requests regarding PRT...*

*Thanks,*

*Stephanie*

While I don't go camping for months at a time, I don't think this is a good change. She's right about the weekends of Memorial Day and Independence Day with no waterfront lots available. It hasn't been broken so why try to fix it? That's my input and can be forwarded to the proper person(s).

Hello All,

The County Council will be discussing various changes to ALL County parks on June 3rd. One of those changes is below:

*April 1 - Oct 1 No waterfront camp site can be occupied for more than fourteen (14) days and the party may not rent another waterfront site for the next (14) days. No subleasing of sites is allowed.*

I have been told this is to make more waterfront sites available. I have been camping at South Cove for the last 7 years from late April until mid July and there are ALWAYS waterfront sites available, except for during the Memorial Day and July 4th. So this change is not necessary!

We CANNOT allow the Council to make this change. We want to keep the 30 day occupancy we currently have. Please email [smatheson@oconeesc.com](mailto:smatheson@oconeesc.com) and voice your concern that the 30 day occupancy rule not be changed. Or call 888-1488, to the Director Phil Shirley.

We need your help!!! Call or email now.

**Beth Hulse**

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**From:** Stephanie Matheson  
**Sent:** Thursday, May 22, 2008 8:25 AM  
**To:** Dale Surratt; Beth Hulse  
**Subject:** County Parks

*forwarded from the County site . . .*

*Thanks,*

*Stephanie*

---

**From:** Dwight Addis [mailto:addisdwright@bellsouth.net]  
**Sent:** Wednesday, May 21, 2008 5:25 PM  
**To:** Stephanie Matheson  
**Subject:** County Parks

I do not believe that limiting the length of time one can stay on one campsite, in GWR County Parks, to 14 days is in the best interest of the citizens of Oconee County. I am a camper and lifetime resident of this county and am vehemently against this proposed change.

Dwight Addis  
117 Jamieette Dr  
Walhalla, SC

**Beth Hulse**

**From:** Beth Hulse  
**Sent:** Thursday, May 22, 2008 12:43 PM  
**To:** Wilson, Duane  
**Subject:** RE: June 3rd Council Meeting

We would be happy to have you address council re: camping fees changes. There will be a public hearing on the subject at the beginning of the meeting on 6/3. We will be meeting at Walhalla High School @ 7P. There will be a sign up sheet – see me if you are unsure what to do. See you there!

*Elizabeth G. Hulse*  
 Clerk to County Council  
 Oconee County Administration Office  
 415 S. Pine Street  
 Walhalla, SC 29691  
 864-718-1023  
 864-718-1024 [fax]  
 bhulse@oconeesc.com

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**From:** Wilson, Duane [mailto:DWilson2@ULBRICH.com]  
**Sent:** Thursday, May 22, 2008 11:52 AM  
**To:** Beth Hulse  
**Subject:** June 3rd Council Meeting

Hello Beth:  
 I understand that during the June 3rd Council Meeting they will be discussing changes affecting the County Campgrounds.

Specifically:  
 "April 1 - Oct 1 No waterfront camp site can be occupied for more than seven (7) days and the party may not rent another waterfront site for the next (7) days. No subleasing of sites is allowed."

(I do understand that the seven (7) days has been modified to fourteen (14) days.)

What is the proper procedure, if I wanted to address Council on this subject during the June 3rd meeting?

Thanks for your assistance.  
 Duane Wilson

**Beth Hulse**

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**From:** henrysue@bellsouth.net  
**Sent:** Thursday, May 29, 2008 1:04 PM  
**To:** Beth Hulse  
**Subject:** County Parks

Dear Ms. Hulsc,

Please forward this to all county council members and the county administrator.

Gentlemen:

I understand that Council is considering requiring an admission fee for everyone who uses county parks, even walkers and bicyclers, every day of the year. I want to find out if this is true. My husband and I are senior citizens who walk in South Cove Park almost every day for exercise, as do many of our neighbors, who are also senior citizens. If county taxes are not adequate to fund the operation of parks, increase the taxes. All of us pay taxes to help support the schools, even those who don't have children in school. Let all pay to help support the cost of running the county parks.

Please respond to Susan Watson

henrysue@bellsouth.net

**Beth Huise**

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**From:** Stephanie Matheson  
**Sent:** Thursday, May 29, 2008 2:04 PM  
**To:** Dale Surratt; Beth Huise  
**Subject:** FW: Park Increase

*Thanks,*

**Stephanie**

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**From:** Becky Nichols [mailto:grannynic@bellsouth.net]  
**Sent:** Thursday, May 29, 2008 1:45 PM  
**To:** Stephanie Matheson  
**Subject:** Park Increase

Dear Mr. Surratt and Phil Shirley,

What happened to the we serve the senior citizen and disabled. Now lets cut the discount out for them. We need the money for more up keep in our County Parks. Yes, I agree to changing out of state people more to use the parks camp sites. Got real with the cost of living going up people on fixed incomes and has a family can not afford to go to other states or places to relax for a vacation. We all have to stay close to home. Gas is hard to come by now. Camping is the only option they have. Now you want to charge local people more money for this also. How many people are willing to pay this. What would they have to do with out as for food, medicine, let them cut off the phone, maybe the water or lights. We will have to just stay home. Maybe you will be poor, disabled and old. Hope you have a better way to enjoy life than most of us have. Enjoy your vacation because you have enough money to do what you like best. GO places.

Sincerely,  
Ms. A.R. Nichols

**Beth Hulse**

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**From:** William Koepnick [billkoep@mac.com]  
**Sent:** Wednesday, June 04, 2008 9:18 AM  
**To:** Beth Hulse  
**Subject:** Proposed Park Fee Increases

Dear Ms. Hulse,

Please forward this suggestion to the Council for consideration:

Regarding Fees for access to County Parks, I would like to suggest the Council look into the feasibility of selling Annual Passes -- much in the same manner as our National Parks (and many other State and County Parks) provide for people who will use the facilities on a regular basis.

In the Angeles National Forest, the Park Service there implemented a plan that charges \$5 for a day pass or allows frequent visitors to purchase an Annual Pass for \$50. Our National Parks have much the same fee schedule. Our local County Parks could use that same plan.

I think you might find that the people most vocally opposed to the increases currently under consideration would be more in favor of reasonably priced Annual Passes.

Thank you for your time.

Bill Koepnick  
Seneca, SC  
864 886 8184



**Wilson, Duane**

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**From:** Amy E. Wilson [aew@bellsouth.net]  
**Sent:** Monday, June 02, 2008 2:26 PM  
**To:** Wilson, Duane  
**Subject:** Ideas

Some additional ideas, take and leave as you wish:

South Cove is a very unique park that offers many things to many different people. There are those that only wish to camp up on the "hill" because of less traffic and the shade, there are those that prefer to camp immediately across from the playground so they are close to their children, then you have those that want to camp as close as possible to the bathhouse because they don't have a bathroom in their camper/tent and finally, you have those that prefer waterfront sites because of swimming or docking their boat.

If you start making restrictions on any of the camping sites, you will definitely disturb the balance that has been working at this park for years.

Amy E. Wilson  
Paralegal to Bradley A. Norton

MORTON & BALLENGER, P.A.  
Short Street, P.O. Box 490  
Waltham, SC 29691  
Tel: (864) 638-2930 Fax: (864) 638-2922

**Beth Hulse**

---

**From:** Stephanie Matheson  
**Sent:** Monday, June 02, 2008 3:02 PM  
**To:** Dale Surret, Beth Hulse  
**Subject:** FW: Proposed Park Changes

*Thanks,*

**Stephanie**

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**From:** amyewilson29691 [mailto:amyewilson29691@yahoo.com]  
**Sent:** Monday, June 02, 2008 3:01 PM  
**To:** Stephanie Matheson  
**Subject:** Proposed Park Changes

Dear Mr. Surret and Councilmen:

I would appreciate your taking the time to read and consider my thoughts (see attachment) on the proposed park change.

Sincerely,

Amy E. Wilson  
864-710-5164

Dear Mr. Surrent and Councilmen:

I have been camping at South Cove park for 7 consecutive summers from around late April to mid July and wanted to offer my thoughts on the proposed change to site occupancy:

*April 1 - Oct 1 No waterfront campsites can be occupied for more than fourteen (14) days and the party may not rent another waterfront site for the next seven (7) days. No subleasing of sites is allowed.*

From my camping experience, I have noticed that many of the campsites both waterfront and non-waterfront at South Cove are empty during the months of April and May. During June and July, I would say 1/4 of the campsites both waterfront and non-waterfront are still empty. The only weekend that the park is full is during Memorial Day and July 4th holiday (and possibly Labor Day weekend, I am not camping during this time and don't know).

I do not feel it necessary to change the rule to make campers move their camper from waterfront sites every 14 days when over half (or even a 1/4) of the park is empty - some of those including waterfront sites.

Furthermore, I do not feel it is in the best interest of the park to force campers in a waterfront site after 14 days to move to a non-waterfront site when there are 10 to 15 other waterfront sites available. Personally, I feel that the park may lose revenue by making this change. I thoroughly enjoy camping at South Cove with my family and would not want the park to suffer a financial loss or go under.

Thank you for your time and consideration. I respectfully ask that the current occupancy rules remain as they are.

Sincerely,

Amy E. Wilson  
864-710-5164

**SOUTH COVE COUNTY PARK**

|                       | APRIL 2007<br>30 days | MAY 2007<br>31 days | JUNE 2007<br>30 days | JULY 2007<br>31 days | AUG 2007<br>31 days | SEPT 2007<br>30 days |
|-----------------------|-----------------------|---------------------|----------------------|----------------------|---------------------|----------------------|
| # of nights rented    | 413                   | 1065                | 1572                 | 1254                 | 846                 | 428                  |
| # of nights available | 2580                  | 2686                | 2580                 | 2686                 | 2686                | 2580                 |
| % full for month      | 16.01%                | 39.68%              | 60.93%               | 47.04%               | 31.73%              | 16.59%               |

# of nights available = (86 campsites) X (# of nights in month)

% full for month = (# of nights rented) / (# of nights available)

# SOUTH COVE COUNTY PARK

| waterfront | April 1 - Sept 30 2007<br>Total avail. Nights | April 1 - Sept 30 2007<br>Nights Rented | April 1 - Sept 30 2007<br>% full |
|------------|-----------------------------------------------|-----------------------------------------|----------------------------------|
| Site #     |                                               |                                         |                                  |
| 1          | 183                                           | 33                                      | 18.03%                           |
| 2          | 183                                           | 70                                      | 38.25%                           |
| 3          | 183                                           | 152                                     | 83.06%                           |
| 4          | 183                                           | 95                                      | 51.91%                           |
| 5          | 183                                           | 74                                      | 40.44%                           |
| 6          | 183                                           | 37                                      | 20.22%                           |
| 7          | 183                                           | 96                                      | 52.46%                           |
| 8          | 183                                           | 113                                     | 61.75%                           |
| 9          | 183                                           | 133                                     | 72.68%                           |
| 10         | 183                                           | 85                                      | 46.45%                           |
| 11         | 183                                           | 88                                      | 48.09%                           |
| 12         | 183                                           | 117                                     | 63.93%                           |
| 13         | 183                                           | 50                                      | 27.32%                           |
| 14         | 183                                           | 73                                      | 39.89%                           |
| 15         | 183                                           | 89                                      | 48.63%                           |
| 16         | 183                                           | 30                                      | 16.39%                           |
| 17         | 183                                           | 71                                      | 38.80%                           |
| 18         | 183                                           | 60                                      | 32.79%                           |
| 19         | 183                                           | 72                                      | 39.34%                           |
| 20         | 183                                           | 72                                      | 39.34%                           |
| 21         | 183                                           | 15                                      | 8.20%                            |
| 22         | 183                                           | 2                                       | 1.09%                            |
| 23         | 183                                           | 57                                      | 31.15%                           |
| 24         | 183                                           | 23                                      | 12.57%                           |
| 25         | 183                                           | 94                                      | 51.37%                           |
| 26         | 183                                           | 59                                      | 32.24%                           |
| 27         | 183                                           | 0                                       | 0.00%                            |
| 28         | 183                                           | 42                                      | 22.95%                           |
| 29         | 183                                           | 103                                     | 56.28%                           |
| 30         | 183                                           | 38                                      | 20.77%                           |
| 31         | 183                                           | 47                                      | 25.68%                           |
| 32         | 183                                           | 73                                      | 39.89%                           |
| 33         | 183                                           | 44                                      | 24.04%                           |
| 34         | 183                                           | 91                                      | 49.73%                           |
| 35         | 183                                           | 80                                      | 43.72%                           |
| 36         | 183                                           | 38                                      | 20.77%                           |
| 37         | 183                                           | 4                                       | 2.19%                            |
| 38         | 183                                           | 55                                      | 30.05%                           |

# SOUTH COVE COUNTY PARK

| waterfront | April 1 - Sept 30 2007<br>Total avail. Nights | April 1 - Sept 30 2007<br>Nights Rented | April 1 - Sept 30 2007<br>% full |
|------------|-----------------------------------------------|-----------------------------------------|----------------------------------|
| Site #     |                                               |                                         |                                  |
| 39         | 183                                           | 71                                      | 38.80%                           |
| 40         | 183                                           | 103                                     | 56.28%                           |
| 41         | 183                                           | 2                                       | 1.09%                            |
| 42         | 183                                           | 42                                      | 22.95%                           |
| 43         | 183                                           | 26                                      | 14.21%                           |
| 44         | 183                                           | 87                                      | 47.54%                           |
| 45         | 183                                           | 90                                      | 49.18%                           |
| 46         | 183                                           | 79                                      | 43.17%                           |
| 47         | 183                                           | 48                                      | 26.23%                           |
| 48         | 183                                           | 158                                     | 86.34%                           |
| 49         | 183                                           | 90                                      | 49.18%                           |
| 50         | 183                                           | 61                                      | 33.33%                           |
| 51         | 183                                           | 19                                      | 10.38%                           |
| 52         | 183                                           | 52                                      | 28.42%                           |
| 53         | 183                                           | 27                                      | 14.75%                           |
| 54         | 183                                           | 22                                      | 12.02%                           |
| 55         | 183                                           | 60                                      | 32.79%                           |
| 56         | 183                                           | 30                                      | 16.39%                           |
| 57         | 183                                           | 68                                      | 37.16%                           |
| 58         | 183                                           | 49                                      | 26.78%                           |
| 59         | 183                                           | 61                                      | 33.33%                           |
| 60         | 183                                           | 37                                      | 20.22%                           |
| 61         | 183                                           | 97                                      | 53.01%                           |
| 62         | 183                                           | 6                                       | 3.28%                            |
| 63         | 183                                           | 106                                     | 57.92%                           |
| 64         | 183                                           | 47                                      | 25.68%                           |
| 65         | 183                                           | 45                                      | 24.59%                           |
| 66         | 183                                           | 35                                      | 19.13%                           |
| 67         | 183                                           | 46                                      | 25.14%                           |
| 68         | 183                                           | 53                                      | 28.96%                           |
| 69         | 183                                           | 19                                      | 10.38%                           |
| 70         | 183                                           | 8                                       | 4.37%                            |
| 71         | 183                                           | 38                                      | 20.77%                           |
| 72         | 183                                           | 22                                      | 12.02%                           |
| 73         | 183                                           | 47                                      | 25.68%                           |
| 74         | 183                                           | 78                                      | 42.62%                           |
| 75         | 183                                           | 81                                      | 44.26%                           |
| 76         | 183                                           | 121                                     | 66.12%                           |



# SOUTH COVE COUNTY PARK

| waterfront | April 1 - Sept 30 2007 | April 1 - Sept 30 2007 | April 1 - Sept 30 2007 |
|------------|------------------------|------------------------|------------------------|
| Site #     | Total avail. Nights    | Nights Rented          | % full                 |
| 77         | 183                    | 140                    | 76.50%                 |
| 78         | 183                    | 101                    | 55.19%                 |
| 79         | 183                    | 118                    | 64.48%                 |
| 80         | 183                    | 98                     | 53.55%                 |
| 81         | 183                    | 52                     | 28.42%                 |
| 82         | 183                    | 140                    | 76.50%                 |
| 83         | 183                    | 64                     | 34.97%                 |
| 84         | 183                    | 114                    | 62.30%                 |
| 85         | 183                    | 113                    | 61.75%                 |
| 86         | 183                    | 64                     | 34.97%                 |
| *          |                        | 241                    |                        |

\*Rpts w/o site #

**Total avail. Nights**  
**15738**

**Total occupied nights**  
**5851**

**Total % occupied**  
**37.18%**

# HIGH FALLS COUNTY PARK

## HIGH FALLS PERCENT OCCUPANCY ON WATER FRONT SITES

|           | Site #8 | #9   | #10 | #11 | #12  | #13 | #14 | #15  | #16 | #17 |
|-----------|---------|------|-----|-----|------|-----|-----|------|-----|-----|
| April     | 33%     | 80%  | 30% | 43% | 60%  | 80% | 60% | 87%  | 7%  | 30% |
| May       | 61%     | 84%  | 77% | 90% | 84%  | 87% | 90% | 88%  | 55% | 45% |
| June      | 87%     | 87%  | 83% | 93% | 83%  | 93% | 73% | 100% | 67% | 77% |
| July      | 94%     | 87%  | 84% | 94% | 94%  | 94% | 77% | 90%  | 65% | 68% |
| August    | 70%     | 100% | 83% | 77% | 100% | 63% | 90% | 73%  | 87% | 60% |
| September | 63%     | 100% | 70% | 83% | 100% | 73% | 80% | 77%  | 33% | 37% |
| October   | 84%     | 45%  | 74% | 55% | 29%  | 56% | 45% | 32%  | 15% | 6%  |

\* Numbers figured from site registration sheet.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** June 3, 2008  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Local Accommodations Tax-Arts & Historical grant to Blue Ridge Arts Council for \$788.00 to be used to cover advertising for Paul Dohr, "80 in '08...and young at art". Request approved by the Arts & Historical Committee on 03-09-08 by a unanimous vote.

**BACKGROUND OR HISTORY:**

Local Accommodations Tax funds are received monthly from the accommodations industry and according to Ordinance 2007-12, 25% of those funds are tourism-related funds that are to be disbursed as annual grants to the Arts and Historical community through the Arts & Historical Commission to increase the ability of the grant recipient to attract or provide for tourist, as described in Ordinance 2007-12. All grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT office until the grant is considered complete, and then it is filed in the PRT office.

**STAFF RECOMMENDATION:**

Approval of Grant Request

**FINANCIAL IMPACT:**

Current ATAX fund balance is \$9,809.48. We have one ATAX request this grant cycle. If this request is approved by Council, the remaining balance will be \$9,021.48.  
They are also funding themselves for this project in the amount of \$400.00.  
Other funding equals \$150.00.

**ATTACHMENTS:**

Grant Request

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Surratt, County Administrator

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

C: Clerk to Council

# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

A. Name of Organization Blue Ridge Arts Council

B. Address 111 E. South Second St., Seneca, SC 29678

## II. FUNDS REQUESTED

A. ATAX Funds Requested <sup>788<sup>00</sup></sup> ~~\$1,420.00~~

How will ATAX Funds be used? ATAX funds will be used to enhance participation in the upcoming show at the Duke Energy World of Energy. **Paul Dohr, "80 in 08 ....and young at art"**, featuring the works of Paul Dohr opening June 26, 2008. It is our goal to encourage viewers' attendance from communities more than 50 miles away from Oconee County. Advertisement throughout the region in a variety of media, the design, printing and mailing of invitations, show cards, printing of the exhibition catalog, and advertising for the opening reception will be included in the funded activities.

B. Estimated percentage of costs directly attributed to attracting or serving tourists? 20%

D. Funds furnished by your organization: \$400.00

Matching grant \$ -0- Source: \_\_\_\_\_

Other Funding: \$ 150 Source: Seneca HAT

E. Provide an itemized budget for your event **and** for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

### III. NARRATIVE PROJECT DESCRIPTION

**A. Project Title:** Paul Dohr "80 in 08.....and young at art"

**B. Description of project:** An exhibit of works by Paul Dohr

Paul Dohr is an award winning artist who is featured in many art centers and galleries, locally and in County and State exhibitions. The artist is prolific in watercolor and mixed media works. His enchanting landscape works have drawn viewer admiration and won numerous awards throughout the Upstate.

Paul Dohr is one of the most respected and admired artists in the area and an important ambassador for the Blue Ridge Arts Center.

This exhibit again provides the opportunity for BRAC to partner with Duke Energy to attract visitors for the art exhibit as well as the World of Energy tour and exhibits.

Increased advertising throughout North and South Carolina by BRAC and Duke will draw more visitors to Oconee County. This, in turn, will also create the opportunity for promotion of other area points of interest.

**C. Who will benefit from this project?**

The entire county can benefit from the interest generated by advertising this show and the opportunity for visitors to view the nature and caliber of the work. Friends, families and vacationers will also be attracted to the show, which will be promoted throughout the state.

### IV. DATES OF PROJECT

Beginning June 26, 2008 Ending July 27, 2008

### V. APPLICANT CATEGORY

Government Entity: \_\_\_\_\_

Eleemosynary Organization under IRS Code: IRS # 23-7360169

Date of Determination Letter: October 1974

## VI. DEMOGRAPHIC DATA

**How will the project influence tourism in Oconee County:**

The featuring of this artist will stimulate new interest and attract additional visitors to BRAC and Oconee County. Paul has a large following throughout the region; in the Anderson, Pickens and Greenville areas. Increased publicity in those areas as well as in Georgia and North Carolina should bring tourists and art enthusiasts from outside the region. The publicity will open a door for art enthusiasts to discover what Oconee County has to offer; as visitors coming to the Duke World of Energy will be exposed to both the art exhibit in the lobby and the World of Energy tour and displays. It is also an ideal opportunity to promote the Historic downtown area of Seneca and the natural wonders of our county. The World of Energy's lobby will have brochures available to all visitors, highlighting upstate activities.

**How many visitors/participants attended the event last year and are anticipated this year?** New event; no data available - However, our partnered exhibits at the World of Energy are drawing crowds from 400 to 2500 visitors in a month.

**How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?** New event; no data available.

**How many overnight stays were created by this event last year and are anticipated this year?** See above response

**How do you plan to advertise this event beyond a 50 mile radius of Oconee County?**

Website updates, Greenville News, Anderson Independent, Sandlapper Magazine, Carolina Arts publication, Arts Daily (website of SCAC), Laurel Magazine of Highlands and Cashiers, NC.



What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) BRAC and Duke World of Energy's attendance log.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

Records for demographic data include guest log, website hits and phone contacts.

## VII. AUDIT

Does your organization perform an independent audit? Yes  No

Name of the Auditor Peter Cooke


VIII. Will your project be using any funds from another group that received ATAX funds? Yes, City of Seneca's Hospitality & Accommodations Tax

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Bess Ciupak Title: Executive Director

Signature  Date April 25, 2008  
 Address 310 Lake Winds Ct. Seneca, SC 29672  
 E-mail ciupaks@aol.com Fax No: (864) 882-2722  
 Phone Number (s) 864-882-9131

B. Alternate Contact: Cindy Blair Title: Grants Chairperson

Signature  Date 4/25/08  
 Address 228 Winding Oaks Drive Seneca, SC 29672  
 E-mail: lincunaven@bellsouth.net Fax No: (864) 882-3364  
 Phone Number (s) 864-882-3364 or 864-973-3921 (cell)

**PAUL DOHR, "80 in 08...and young at 'art"  
EXHIBIT - BUDGET**

|    | A                                                       | B             | C                           | D                               |
|----|---------------------------------------------------------|---------------|-----------------------------|---------------------------------|
| 1  | DESCRIPTION                                             | BRAC EXPENSES | GRANT REQUEST EXPENSES      |                                 |
| 2  |                                                         |               |                             |                                 |
| 3  | Reception <span style="float:right">Total</span>        | \$ 400.00     |                             | Seeking Sponsor                 |
| 4  |                                                         |               |                             |                                 |
| 5  | Printing / Postage                                      |               |                             |                                 |
| 6  | Postcards/postage                                       |               | \$ 390.00                   |                                 |
| 7  | Programs                                                |               | \$ 350.00                   |                                 |
| 8  | Posters / Tags/ Inserts                                 |               | \$ 50.00                    |                                 |
| 9  | <span style="float:right">Total Printing</span>         |               | \$ <del>790.00</del> 788.00 | <i>2010 done to fund budget</i> |
| 10 | Ads                                                     |               |                             |                                 |
| 11 | Greenville                                              |               | \$ 300.00                   |                                 |
| 12 | Anderson Independent                                    |               | \$ 200.00                   |                                 |
| 13 | Carolina Arts                                           |               | \$ 130.00                   |                                 |
| 14 | Daily Journal                                           | \$ 150.00     |                             | Seneca HAT                      |
| 15 | <span style="float:right">Total Advertising</span>      |               | \$ 630.00                   |                                 |
| 16 |                                                         |               |                             |                                 |
| 17 |                                                         |               |                             |                                 |
| 18 | <span style="float:right">TOTAL BUDGET</span>           | \$ 550.00     |                             |                                 |
| 19 |                                                         |               | 788.00                      |                                 |
| 20 | <span style="float:right">GRANT REQUEST/EXPENSES</span> |               | \$ 1,420.00                 |                                 |
| 21 |                                                         |               |                             |                                 |
| 22 |                                                         |               |                             |                                 |

*788.00*

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 06-03-08  
COUNCIL MEETING TIME: 7:00 P.M.

**ITEM TITLE OR DESCRIPTION:**

PRT Commission request for an advertising expenditure of \$2,760 to Upcountry Brochure Service to display the brochure "Waterfalls of Upstate SC" in South Carolina and Northeast Georgia in an effort to promote tourism in Oconee County. This brochure is our most requested piece of literature.

**BACKGROUND OR HISTORY:**

Upcountry Brochure Service has over 30 brochure racks in South Carolina and over 90 in Northeast Georgia. As the company places new racks, the brochures currently in contract also are added to that rack, so as the company grows, the brochure distribution grows as well. The racks are placed in hotels, tourist attractions, restaurants, etc. Upcountry Brochure service will keep the brochure racks stocked in all the service locations. In addition, at no costs, Upcountry Brochure service will provide both High Falls Park and South Cove Park with brochure racks of area tourism information and will keep them fully stocked. These brochure racks are located mostly in hotels, tourist attractions, restaurants, etc.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The Parks, Recreation, and Tourism Commission approved this request by a unanimous vote of 4-0 on May 15, 2008.

**STAFF RECOMMENDATION:**

Staff recommends approval of an expenditure of up to \$2,760.00 to display the "Waterfalls of Upstate South Carolina" through Upcountry Brochure Service to all their SC and GA locations.

**FINANCIAL IMPACT:**

This project will not exceed \$2,760.00 with funds coming from the PRT Commission's 75% portion of the Local Accommodations Tax Fund, with no matching requirement and no impact to the general fund budget. Current fund balance in the 75% Local Accommodations tax will be \$28,414.89 after the approved CVB funding is processed.

**ATTACHMENTS:**

Submitted or Prepared By:

Phil Shirley, PRT Director  
Department Head/Elected Official

Approved for Submittal to Council:

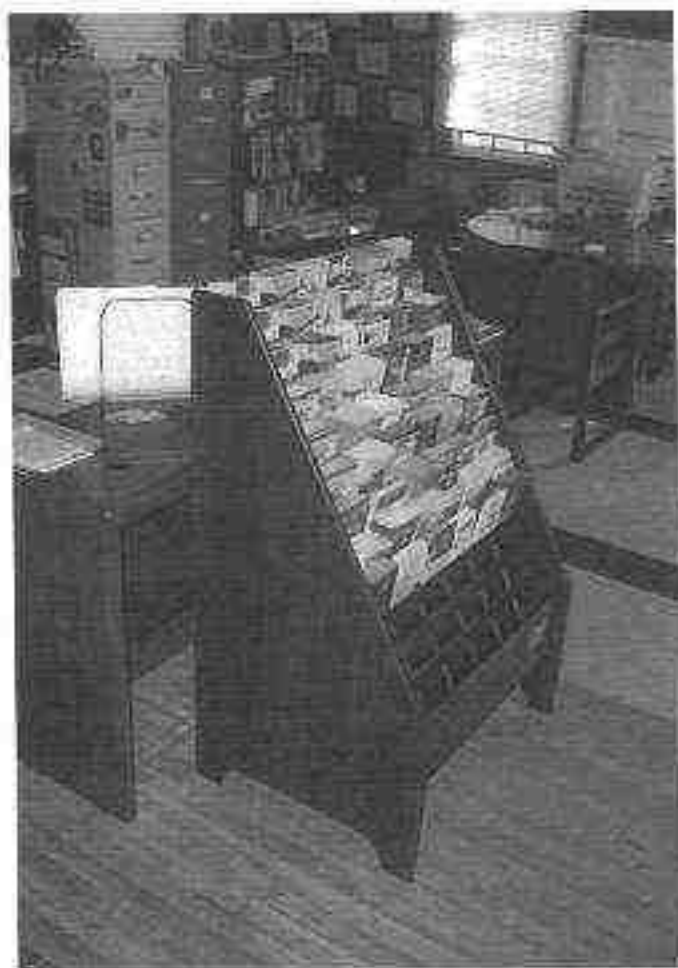
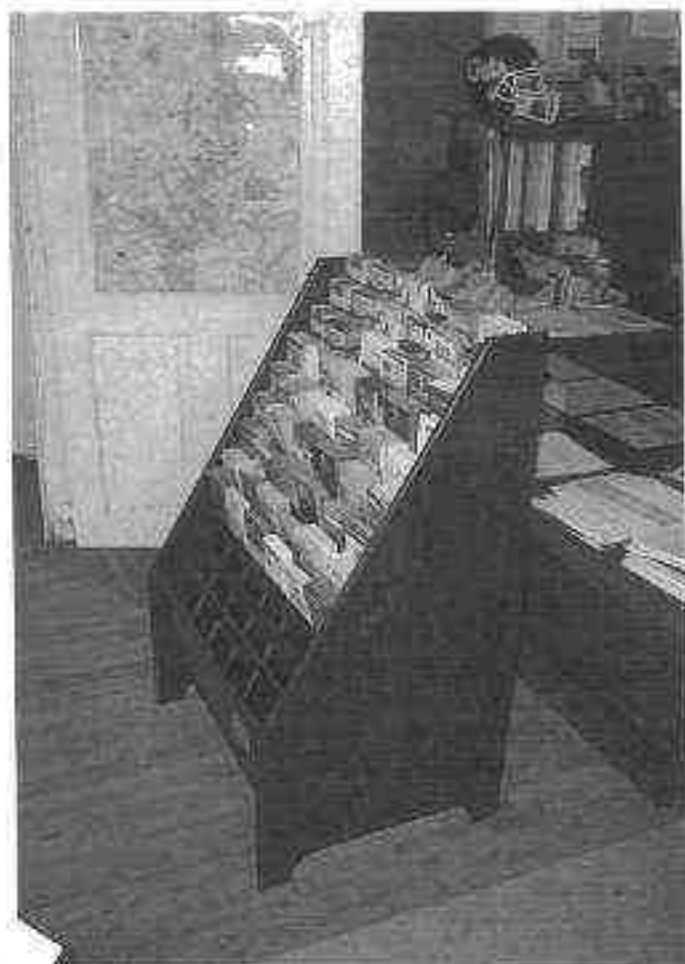
Dale Surratt, County Administrator

Reviewed By/ Initials:

\_\_\_\_ County Attorney

SEL Finance

VAR Grants



## GEORGIA MOUNTAIN BROCHURE SERVICE - RACK LOCATIONS

### **Dillard**

Mountain Valley Inn  
Appalachian Traders  
Dillard General Store  
York House Bed and Breakfast  
Country Cupboard Café  
Ramada Limited  
Holiday Inn Express  
River Vista RV Park  
\*Sky Valley Ski Lodge

### **Helen**

Alpine Village Outlet (2)  
Days Inn  
Habersham Winery  
Lorely Condominiums  
IGLS at Innsbruck  
Unicoi Springs Resort  
Alpine Crest  
Quality Inn  
Super 8 Motel  
Motel 6  
Best Western  
Hampton Inn  
Ramada Inn  
Alpine Auto and Buggy Museum  
Tanglewood Cabins  
Creekwood Resort  
Huddle House  
Betty's Country Store  
Comfort Inn  
Chalet Christy

### **Hiwassee**

Always Christmas  
Boundary Waters  
Marina & Resort  
Ramada - Lake Chatuge Lodge  
El Can Can Restaurant  
Daniel's Steakhouse

### **Blairsville**

Holiday Inn Express  
Milton Inn  
Seasons Inn  
Cook's Country Kitchen

### **Young Harris**

Brasstown Valley Resort

### **Cumming**

Comfort Suites  
Hampton Inn

### **Toccoa**

Toccoa Inn  
Days Inn  
Georgia Baptist Assembly (2)

### **Gainesville- Oakwood**

Days Inn  
Hampton Inn  
Quality Inn & Suites  
Ramada Limited  
Super 8 Motel  
Comfort Inn  
Motel 6  
Jameson Inn  
Georgia Dept. of Economic  
Development and Tourism  
Country Inn & Suites

### **Commerce**

Tanger Factory Outlets (2)

### Dawsonville

Comfort Inn  
Best Western  
Super 8 Motel

### Dahlonega

Days Inn  
Super 8 Motel  
Holiday Inn Express  
Consolidated Gold Mine  
Forest Hills Resort  
Crisson Gold Mine  
Pura Vida Spa & Resort

### Clarkesville

Apple Mountain Resort  
Old Clarkesville Mill

### Cornelia- Highway 365

\*Hartford House  
Comfort Inn  
Hampton Inn  
Holiday Inn Express  
Days Inn  
Mountain Express  
Habersham County Chamber of  
Commerce

### Cleveland

Mountain Lakes Resort (3)  
Babyland General Hospital  
Gold n' Gem Grubbin  
Days Inn  
Blue Creek Cabins

### Clayton

Regal Inn  
Days Inn  
Quality Inn & Suites  
Stonebrook Inn  
Old Clayton Inn



UPCOUNTRY BROCHURE SERVICE - RACK LOCATIONS

**SOUTH CAROLINA:**

**Clemson**

Sleep Inn  
Days Inn  
Clemson Suites  
Hampton Inn

**Seneca** *-Rim Drive*

Best Western  
Days Inn  
1<sup>st</sup> Corporate Realty  
1<sup>st</sup> Corporate Realty - Lake Keowee

**Fair Play**

Shelton Fireworks

**Longcreek**

Wildwater Ltd.  
Nantahala Outdoor Center

**Easley**

Comfort Inn  
Days Inn

**Greenville Area:**

**Travelers Rest**

Hampton Inn  
Sleep Inn  
Travelers Motel

**Downtown**

\*17 West North  
Mass General Store

**Spartanburg**

Corona Mexican Restaurant  
Bronco's Restaurant  
Cancun Mexican Grill  
Corona II

**GEORGIA:**

**Lake Hartwell Area:**

**Hartwell, GA**

Harbor Light Marina  
Day Nite Inn  
Jameson Inn  
Best Western

**Elberton, GA**

Day Nite Inn  
Days Inn  
Econolodge  
Elbert Theatre

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 6-3-08  
COUNCIL MEETING TIME: 7:00 P.M.

ITEM TITLE OR DESCRIPTION:

Request from Louise Bell to secure a grant to obtain a Master copy DVD of the 18 minute movie "Oconee County The Golden Corner of South Carolina". Requesting Grant in the amount of \$439.90 for 30 DVD's at a cost of \$15.50 each to provide copies to each Library, Oconee Alliance, and County Schools.

BACKGROUND OR HISTORY:

In 1969 & 1970, the Oconee County Tri-centennial Commission created an 18 minute film titled "Oconee County: the Golden Corner of South Carolina". It is from this Commission and from the nickname for Oconee County "The Golden Corner" originates.

SPECIAL CONSIDERATIONS OR CONCERNS:

See attached letter from Louise Bell.

STAFF RECOMMENDATION:

Council Chair requested that this item be brought to Council for consideration.

FINANCIAL IMPACT:

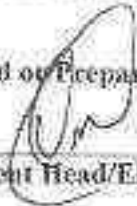
\$439.90 requested to come from line item xxx-xxx-xxxxx-xxxxx

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available? No

If yes, who is matching and how much?

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Raleigh County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

C: Clerk to Council

Louise Matheson Bell  
110 W. S. Second Street  
Seneca, SC 29678-3430

May 21, 2008

Mr. George Blanchard  
Pine Street Administration Office  
Walhalla, SC 29691

Dearest George,

As per our conversation today, I would like to request your assistance in securing a grant of \$439.90 to obtain a master copy on DVD of the 16mm 18 minute movie the Oconee County Tricentennial Commission created in 1969 and 1970 titled "*Oconee County The Golden Corner of South Carolina*". The amount requested will provide a master copy of the movie on DVD and 30 disks at \$5.50 each attractively packaged. There is a slight additional cost bringing the total to \$439.90. This will provide copies for the schools, libraries, Oconee Alliance, etc.

This film is important for several reasons, principally because "Oconee County, the Golden Corner of South Carolina" originated with this committee and this film.

Thanks for your assistance on this matter and thank you for all you do and for your inspired visions for our county.

Sincerely,



Louise M. Bell

**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**  
**COUNCIL MEETING DATE: June 3, 2008**  
**COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Request a Single Source Procurement for replacing Solid Waste MRF Baling Equipment

**BACKGROUND OR HISTORY:**

MRF was constructed in 1996 for the purpose of processing and baling recyclables. The current baler was purchased from International Baler Inc. The baler had some minor repairs in 2003. The balers currently process over 2000 tons of cardboard, newspaper, mixed paper, plastics and aluminum cans with revenues of nearly \$235,000 annually. Over the past 6 months, the baler has been experiencing several problems caused by the inserters, slides, and ram wearing out with age and usage. Minor repairs and adjustments (pressure switches, pumps, wire ties, etc) were made to prolong use of existing baler until new baler could be purchased and installed. (See attached documents for further justification)

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Currently, the baler is down due to the inserters and slides breaking. We estimate repairs may cost in excess of \$72,000. It is not the Department's intent to repair the old baler, delivery on the new baler is approximately 12 weeks ARO.

**STAFF RECOMMENDATION:**

Staff recommends the single source purchase of the baling equipment from International Baler Inc for the following reasons:

1. The IBC will match up with the footprint of the old baler on the concrete floor and no major modifications would be needed for the floor.
2. International Baler, Inc. can rebuild the bluffer and conveyor to specifications, while other manufacturers will have to replace with new equipment, which will exceed our budget.
3. The three local baler manufacturers in the Southeast United States were contacted (Marathon, IPS, and International) and International had the lowest cost and the only cost below the budgeted \$200,000.
4. The baler is currently down and needs replacement as quick as possible to negate further revenue loss.
5. Baling equipment would be operated the same. So no learning curve is involved with operators.

**FINANCIAL IMPACT:**

For FY07/08, Council approved funds in the amount of \$200,000 for the purchase of baler. The purchase price of \$198,530 as quoted by International Bailer and \$1,470.00 contingency, totaling \$200,000.00, to be paid from budget code 012-718-50840-00000.

**ATTACHMENTS**

1. Justification for single source purchase of baling equipment for MRF.
3. Quote and specs from International Baler Corp.

Submitted or Prepared By: \_\_\_\_\_

  
Marianne A. Dillard,  
Procurement Director

Approved for Submittal to Council: \_\_\_\_\_

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

C: Clerk to Council



# International Baler Corporation

Jacksonville, Florida

## PRICE SUMMARY SHEET INTERNATIONAL BALER MODEL AT-4843-10-100

DATE: May 19, 2008

CUSTOMER: OCONEE COUNTY  
WALHALLA, SC

ATTN: MARIANNE DILLARD

PROPOSAL NO: IB-17805-R1

### NEW EQUIPMENT

| Item | Qty | List Price                                                          | Net Price  |
|------|-----|---------------------------------------------------------------------|------------|
| "A"  | 1   | AT-4843-10-100 AUTO-TIE BALER                                       | \$ 147,500 |
|      |     | Fluffer Hopper w/Upper Level Eye                                    | \$2,000    |
|      |     | 425 Gallons of Hydraulic Oil                                        | \$3,480    |
|      |     | 10 Baling Wire boxes (100lb boxes)                                  | \$1,000    |
|      |     | Bale Run-Out Table                                                  | Included   |
|      |     | Air over Oil cooler                                                 | Included   |
|      |     | Touch Screen Controls                                               | Included   |
|      |     | Additional 6 Month Labor Warranty                                   | Included   |
|      |     | Conveyor Controls (up to 10hp)                                      | Included   |
|      |     | Fluffer Controls                                                    | Included   |
|      |     | Standard IBC New Equipment Warranty (6 months labor / 1 year parts) |            |
| "B"  | 1   | IVB-806-HD VERTICAL BALER                                           | \$ 9,900   |
|      |     | 20 Gallons of Hydraulic Oil                                         | Included   |
|      |     | Starter Bundle of baling wire                                       | Included   |
|      |     | Standard IBC New Equipment Warranty (6 months labor / 1 year parts) |            |

### EXISTING EQUIPMENT Rework/Refurbish

|     |   |                                                                      |           |
|-----|---|----------------------------------------------------------------------|-----------|
| "C" | - | Fluffer (6042-20-1B)                                                 | \$ 15,000 |
|     |   | Includes freight back to IBC (Jacksonville, FL)                      |           |
|     |   | Complete Factory refurbishment                                       |           |
|     |   | IBC Refurbished equipment warranty (3 months labor / 6 months parts) |           |
| "D" | - | Pit Conveyor (60x566)                                                | \$ 12,150 |
|     |   | New conveyor belt & rollers                                          |           |
|     |   | New conveyor drive motor                                             |           |
|     |   | Assembly of new components, track belt & test conveyor               |           |
|     |   | Work performed by I useCo                                            |           |
|     |   | IBC Refurbished equipment warranty (3 months labor / 6 months parts) |           |

Continued on second page.

International Baler Corporation  
5400 Rio Grande Avenue  
P.O. Box 6922 (ap 32238)  
Jacksonville, Florida 32214

Tel: 904-358-3817  
800-251-9288  
Fax: 904-358-7213  
Email: sales@int-baler.com  
Web: www.int-baler.com



# International Baler Corporation

Jacksonville, Florida

## ON-SITE WORK

|     |   |                                                                                                                                                                                                                                                                                                                                                             |           |
|-----|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| "E" | - | 1 <sup>st</sup> On-site Visit<br>Disconnection & Removal of Fluffer & Hood<br>Conveyor Rework<br>Raise conveyor base 12-18"<br>Rebuild P1 with new steel<br>Rigging equipment included                                                                                                                                                                      | \$ 4,700  |
| "F" | - | 2 <sup>nd</sup> On-site Visit<br>Removal of Existing Baler & 2 additional Units<br>Offload new baler & refurbished fluffer<br>Installation of new baler & refurbished fluffer<br>1 Day baler startup<br>1 Day (8 hours) personnel training<br>IBC Factory Tech onsite (to supervise installation, provide startup & training)<br>Rigging equipment included | \$ 12,500 |
| "G" | - | On-site Electrical Work (Clements Electrical)<br>Main Power disconnection to equipment<br>Main Power reconnection to equipment<br>New Feeder Wires & 200amp Breaker for new baler                                                                                                                                                                           | \$ 4,900  |
|     |   | Vertical Baler Labor (estimated)                                                                                                                                                                                                                                                                                                                            | \$900     |
|     |   | Vertical Baler Materials (parts + 10%)                                                                                                                                                                                                                                                                                                                      | \$760     |

## FREIGHT

|                   |   |                                                    |                  |
|-------------------|---|----------------------------------------------------|------------------|
| "H"               | - | FOB Jacksonville, FL<br>Freight To: (Walhalla, SC) | \$ 2,000         |
| <u>Sub-Total*</u> |   |                                                    | <u>\$216,030</u> |

## EQUIPMENT TRADE-IN (Leo-Co purchase)

|               |   |                                                                                                                                            |                  |
|---------------|---|--------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| "I"           | - | Trade-in Value of existing equipment:<br>Existing IBC 443C-60 Baler<br>Existing Massey R-535 can destroyer<br>Existing Dens-a-can DAG-1200 | -\$ 17,500       |
| <u>Total*</u> |   |                                                                                                                                            | <u>\$198,530</u> |

## Note

1. Material needs to be in hand for startup & training (10-25 bales worth)
2. Estimated Lead time (after receipt of order) 12-13 weeks

\* On-site electrical work costs for Vertical Baler are variable, based on location

**WE RECOMMEND YOU PURCHASE BALING WIRE AND HYDRAULIC OIL WITH ORDER.**  
Specifications and nominal dimensions are subject to change without notice.

## International Baler Corporation

5400 Rio Grande Avenue  
P.O. Box 6922 (zip 32236)  
Jacksonville, Florida 32254

3

Tel: 904-358-3812  
800-731-9286  
Fax: 904-358-7013  
Email: [sales@intl-baler.com](mailto:sales@intl-baler.com)  
Web: [www.intl-baler.com](http://www.intl-baler.com)





# International Baler Corporation

Jacksonville, Florida

## **TERMS AND CONDITIONS**

All orders accepted by International Baler Corporation are subject to the Terms and conditions of International Baler Corporation. Any other or special terms and conditions must be accepted by International Baler Corporation, in writing, prior to International Baler accepting any order.

## **PAYMENT TERMS:**

- IBC will accept NET-15 on full balance after Startup & Training

SUBJECT TO TERMS AND CONDITIONS OF SALE ATTACHED HERETO:

## **MAKE ORDER OUT TO:**

INTERNATIONAL BALER CORPORATION  
P. O. Box 6922  
Jacksonville, FL 32238

Attn: Sean Usoff, Regional Sales Manager

SU/nm

## Justification For Single Sourcing Baler In MRF

April 2008

The Solid Waste Department was awarded funds to replace the baling equipment in the Material Recovery Facility (MRF) in the current 2007-2008 budget. Currently the large International Baler is not being used due to the inserters and slides have broken. The slides have dropped out, the inserters are bent, and the machine cannot run until they are replaced. The replacement of just the slides and inserters has been quoted to cost near \$12,000. Additional pressure switches and pumps will need to be replaced also once the new slides and inserters are fixed but no cost has been quoted as of yet.

The following is a brief description of our current operation. The current baler is used to bale cardboard (OCC), newspaper, mixed paper, and plastic. About 3000 tons of material is baled with revenue of about \$235,000 annually. The baler is an International with a 65 HP motor and an 8 inch ram/cylinder that was purchased used in 1996. It is located on a large concrete pad that is roughly 2-3 inches higher than the floor surrounding the pad making it a total of 10-12 inches thick. The baler has a fluffer attachment that is used when the paper products are baled which helps the paper to be baled easier. A conveyor transports the material from a pit in the floor to the top of the baler's hopper. This conveyor is approximately 42 feet long. The current baler cannot bale aluminum cans, so a can densifier is used to crush/densify the cans into small cubes that are then stacked into larger bales and then strapped by hand. This machine has become almost obsolete. Replacement parts such as fuses and instrument control boards are no longer being manufactured. Nearly 30 tons of aluminum cans are processed annually with a revenue of \$45,000.

The Solid Waste Department contacted baler vendors and inquired about current models of balers. In the process, several limiting factors have been discovered. First, the distance between the pit and the baler and the height from the floor to the hopper above the fluffer is a problem because it increases the length of the conveyor. This is a problem due to the fact that many baler companies do not make conveyors that are long enough to reach from our pit to the top of our hopper. If the length of the conveyor is shortened, then the baler would have to be moved and would result in modifications to the existing concrete floor at a cost of approximately \$8,000.

Second, is the speed and size of the baler. The current baler is beginning not to be able to keep up with the volume of recyclables that our operation is currently generating. When the MRF was opened in 1996, the baler was operated only 1-2 days per week and all material was baled. Now, the baler is operated 4-5 days per week and approximately 180 tons of unbaled newspaper and mixed paper is stored inside the MRF. This would be solved if the horsepower and cylinder/ram size is increased from 65HP to 100 HP and the ram from 8 inches to 10 inches. This increases our output from 10-15 tons per hour to 20-24 tons per hour depending on material. As Georgia County's recycling rate continues to increase, the additional hp and cylinder size will be necessary. The increase in pressure resulting from a larger cylinder and motor, increases the amount of material per same size bale because of greater bale density. This, in turn, reduces the amount of baling wire needed which decreases our operating cost.

Third, is the issue of the fluffer. The fluffer is extremely expensive to be replaced but can be rebuilt for nearly one-third of the cost by the manufacturer (International Baler Corp.). A new fluffer would cost approximately \$52,000. Having our fluffer rebuilt would cost \$16,000.

After speaking with International Baler, Marathon (Nex-Gen), and IPS baler manufacturers (all are considered local baler manufacturers for GA, SC, NC, FL), several concerns were raised by Marathon and IPS. Marathon (Nex-Gen) stated they would have to retrofit our conveyor because their balers would not

fit our conveyor, we would have to purchase a new fluffer because they could not rebuild our existing fluffer, and with the additional size of the machine, the concrete pad may need additional fortification. Marathon stated that the price would be in the range of \$225,000 (does not include removing or replacing the can densifier) and a delivery date would be 14-16 weeks from date of order, we would be required to shut down the MRF for one week, have an outside electrician perform the necessary installation (\$10,300 additional), and a minimum price (less than \$8,000) for buyback would be provided.


IPS stated that they would not use any of our existing equipment and all must be replaced. This drives the cost to well over \$350,000 with Oconee County removing and selling the equipment.

International Baler stated that the conveyor and fluffer could be upgraded and rebuilt to manufacturer specs since they were originally built by International Baler. The new 100 HP baler would be delivered in 6 weeks, would be completely installed over a weekend (no more than one day shutdown-probably a Friday), would include approximately \$25,000 in a buyback of the old equipment. The total price with buyback, removal of existing equipment and installation of new equipment would be approximately \$194,550. This would also include replacing the can densifier with a small vertical baler.

The Solid Waste Director recommends single sourcing the balers to International Baler because of the following:

1. The Oconee Solid Waste Department staff is already fully trained to operate the International Baler. Would have very little down-time once installed. The machine is operated nearly 98% the same. The only difference is that the new machine would have automated controls instead of manual.
2. The Oconee Solid Waste Department got 12.5 years of service without any major problems not including wear parts that have to be replaced every 5-6 years with the current baler.
3. The existing fluffer and conveyor can be rebuilt and reused without any major modifications to the baler.
4. The baler would match up with the old baler on the concrete floor and no modifications would be needed for the floor.
5. Very little downtime since replacement would occur during a weekend.
6. Nearly 8-10 week quicker delivery.
7. The department already has wire and other parts valued at over \$4,000 that could be used on the new baler.
8. Last but not least, the new baler would be under the budgeted amount of \$200,000.

**THE ABOVE JUSTIFICATION WAS PREPARED BY SWAIN STILL AND SUBMITTED TO  
PROCUREMENT FOR CONCURRENCE AND RECOMMENDATION TO COUNTY  
COUNCIL.**

  
Marianne A. Dillard  
Procurement Director  
May 28, 2008

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 3, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Award of Bid # 07-16 for the Timken Turn Lane to the low bidder, S&S Construction, Inc. of Anderson, SC in the amount of \$320,931.55.

**BACKGROUND OR HISTORY:**

This project is associated with the \$18.0M expansion of the local Timken plant operation which has added approximately 240 new jobs. The expanded operation and additional associates has increased the need for road widening and turn lanes to ensure the safety of the associates, Timken's trucking operations and the citizens of Oconee County who use Torrington Road.

**BID SOLICITATION HISTORY:**

On May 7, 2008, formal sealed bids were opened for the turning lane at Timken. Sixteen (16) companies were originally notified of this bid opportunity. Five (5) companies submitted bids, with S&S Construction, Inc. of Anderson, SC submitting the lowest bid of \$320,931.55 (See attached Bid Tabulation).

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Funding is being provided through Economic Development Set-Aside Grant (#81767 Oconee County) of \$250,000 and a AT&T \$30,000 Utility Tax credit grant. The remaining funds (~\$41,000) will come from County "C" funds.

**STAFF RECOMMENDATION:**

Award bid # 07-16 to S&S Construction, Inc. of Anderson, SC in the amount of \$320,931.55. Goldie and Associates (project engineers for this project) has reviewed their bid and recommends that the bid awarded to S&S Construction. (See attached Recommendation Letter and Bid Tabulation Sheet).

**FINANCIAL IMPACT:**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: 013-707-90103-00255 up to \$41,000.00 (see special concerns)

**ATTACHMENTS**

1. Bid Tabulation
2. Letter of Recommendation from Goldie and Associates

Submitted or Prepared By:

  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surrett, County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

RECEIVED

MAY 21 2008

Geosce County Procurement

**GOLDIE  
&  
ASSOCIATES**

*engineering, environmental  
and laboratory services*

May 20, 2008

Mr. Jim Alexander  
Geosce County Economic Development  
502 E. Main Street  
Wahalla, SC 29678

Re: Timken Turn Lane  
Goldie & Associates Project No. 22-59

Dear Mr. Alexander,

Enclosed please find the bid submittal for the above referenced project. S & S Construction was the low bidder on the project. We have reviewed their bid and it appears to be complete and balanced. We have reviewed their current work schedule and it appears that they will have sufficient crews available to promptly begin the project and complete it on schedule.

We have checked S & S Construction's references and received mixed reviews. However, we did not discover anything to disqualify them from doing the job. Therefore, it is our recommendation that the bid be awarded to S & S.

If you have any questions or need additional information, please feel free to call me at 864-882-8191 ext 104.

Sincerely,

**Goldie & Associates**



Alan Pope, P.E.  
Project Engineer

Cc: Marianne Dillard, OC Procurement

Encl: As stated



| QTY | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE | TAXES | TOTAL |
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Quantity purchased for returns and credits. The number of items which have been returned with the invoice is shown in the "Returns" column. The number of items which have been returned without the invoice is shown in the "Returns (Without Invoice)" column. The number of items which have been returned with the invoice but not with the return slip is shown in the "Returns (Without Return Slip)" column. The number of items which have been returned with the invoice and the return slip but not with the return slip is shown in the "Returns (Without Return Slip)" column. The number of items which have been returned with the invoice and the return slip but not with the return slip is shown in the "Returns (Without Return Slip)" column.

**Truist Bank Limited**  
**Bill Statement**

| Bill Item | Description                 | Bill Date  | Amount Due | Current Balance | Minimum Payment | Interest Rate | Next Bill Due | Next Bill Amount | Next Bill Minimum | Next Bill Interest | Next Bill Total |
|-----------|-----------------------------|------------|------------|-----------------|-----------------|---------------|---------------|------------------|-------------------|--------------------|-----------------|
| 1         | Account opening fee         | 01/01/2023 | \$50.00    | \$50.00         | \$50.00         | 12.99%        | 01/01/2023    | \$50.00          | \$50.00           | \$0.00             | \$50.00         |
| 2         | Monthly service fee         | 01/01/2023 | \$10.00    | \$60.00         | \$60.00         | 12.99%        | 01/01/2023    | \$60.00          | \$60.00           | \$0.00             | \$60.00         |
| 3         | Interest on current balance | 01/01/2023 | \$1.50     | \$61.50         | \$61.50         | 12.99%        | 01/01/2023    | \$61.50          | \$61.50           | \$0.00             | \$61.50         |
| 4         | Monthly payment received    | 01/15/2023 | -\$50.00   | \$11.50         | \$11.50         | 12.99%        | 01/15/2023    | \$11.50          | \$11.50           | \$0.00             | \$11.50         |
| 5         | Monthly payment received    | 02/15/2023 | -\$50.00   | -\$38.50        | -\$38.50        | 12.99%        | 02/15/2023    | -\$38.50         | -\$38.50          | \$0.00             | -\$38.50        |
| 6         | Monthly payment received    | 03/15/2023 | -\$50.00   | -\$88.50        | -\$88.50        | 12.99%        | 03/15/2023    | -\$88.50         | -\$88.50          | \$0.00             | -\$88.50        |
| 7         | Monthly payment received    | 04/15/2023 | -\$50.00   | -\$138.50       | -\$138.50       | 12.99%        | 04/15/2023    | -\$138.50        | -\$138.50         | \$0.00             | -\$138.50       |
| 8         | Monthly payment received    | 05/15/2023 | -\$50.00   | -\$188.50       | -\$188.50       | 12.99%        | 05/15/2023    | -\$188.50        | -\$188.50         | \$0.00             | -\$188.50       |
| 9         | Monthly payment received    | 06/15/2023 | -\$50.00   | -\$238.50       | -\$238.50       | 12.99%        | 06/15/2023    | -\$238.50        | -\$238.50         | \$0.00             | -\$238.50       |
| 10        | Monthly payment received    | 07/15/2023 | -\$50.00   | -\$288.50       | -\$288.50       | 12.99%        | 07/15/2023    | -\$288.50        | -\$288.50         | \$0.00             | -\$288.50       |
| 11        | Monthly payment received    | 08/15/2023 | -\$50.00   | -\$338.50       | -\$338.50       | 12.99%        | 08/15/2023    | -\$338.50        | -\$338.50         | \$0.00             | -\$338.50       |
| 12        | Monthly payment received    | 09/15/2023 | -\$50.00   | -\$388.50       | -\$388.50       | 12.99%        | 09/15/2023    | -\$388.50        | -\$388.50         | \$0.00             | -\$388.50       |
| 13        | Monthly payment received    | 10/15/2023 | -\$50.00   | -\$438.50       | -\$438.50       | 12.99%        | 10/15/2023    | -\$438.50        | -\$438.50         | \$0.00             | -\$438.50       |
| 14        | Monthly payment received    | 11/15/2023 | -\$50.00   | -\$488.50       | -\$488.50       | 12.99%        | 11/15/2023    | -\$488.50        | -\$488.50         | \$0.00             | -\$488.50       |
| 15        | Monthly payment received    | 12/15/2023 | -\$50.00   | -\$538.50       | -\$538.50       | 12.99%        | 12/15/2023    | -\$538.50        | -\$538.50         | \$0.00             | -\$538.50       |
| 16        | Monthly payment received    | 01/15/2024 | -\$50.00   | -\$588.50       | -\$588.50       | 12.99%        | 01/15/2024    | -\$588.50        | -\$588.50         | \$0.00             | -\$588.50       |
| 17        | Monthly payment received    | 02/15/2024 | -\$50.00   | -\$638.50       | -\$638.50       | 12.99%        | 02/15/2024    | -\$638.50        | -\$638.50         | \$0.00             | -\$638.50       |
| 18        | Monthly payment received    | 03/15/2024 | -\$50.00   | -\$688.50       | -\$688.50       | 12.99%        | 03/15/2024    | -\$688.50        | -\$688.50         | \$0.00             | -\$688.50       |
| 19        | Monthly payment received    | 04/15/2024 | -\$50.00   | -\$738.50       | -\$738.50       | 12.99%        | 04/15/2024    | -\$738.50        | -\$738.50         | \$0.00             | -\$738.50       |
| 20        | Monthly payment received    | 05/15/2024 | -\$50.00   | -\$788.50       | -\$788.50       | 12.99%        | 05/15/2024    | -\$788.50        | -\$788.50         | \$0.00             | -\$788.50       |
| 21        | Monthly payment received    | 06/15/2024 | -\$50.00   | -\$838.50       | -\$838.50       | 12.99%        | 06/15/2024    | -\$838.50        | -\$838.50         | \$0.00             | -\$838.50       |
| 22        | Monthly payment received    | 07/15/2024 | -\$50.00   | -\$888.50       | -\$888.50       | 12.99%        | 07/15/2024    | -\$888.50        | -\$888.50         | \$0.00             | -\$888.50       |
| 23        | Monthly payment received    | 08/15/2024 | -\$50.00   | -\$938.50       | -\$938.50       | 12.99%        | 08/15/2024    | -\$938.50        | -\$938.50         | \$0.00             | -\$938.50       |
| 24        | Monthly payment received    | 09/15/2024 | -\$50.00   | -\$988.50       | -\$988.50       | 12.99%        | 09/15/2024    | -\$988.50        | -\$988.50         | \$0.00             | -\$988.50       |
| 25        | Monthly payment received    | 10/15/2024 | -\$50.00   | -\$1,038.50     | -\$1,038.50     | 12.99%        | 10/15/2024    | -\$1,038.50      | -\$1,038.50       | \$0.00             | -\$1,038.50     |
| 26        | Monthly payment received    | 11/15/2024 | -\$50.00   | -\$1,088.50     | -\$1,088.50     | 12.99%        | 11/15/2024    | -\$1,088.50      | -\$1,088.50       | \$0.00             | -\$1,088.50     |
| 27        | Monthly payment received    | 12/15/2024 | -\$50.00   | -\$1,138.50     | -\$1,138.50     | 12.99%        | 12/15/2024    | -\$1,138.50      | -\$1,138.50       | \$0.00             | -\$1,138.50     |
| 28        | Monthly payment received    | 01/15/2025 | -\$50.00   | -\$1,188.50     | -\$1,188.50     | 12.99%        | 01/15/2025    | -\$1,188.50      | -\$1,188.50       | \$0.00             | -\$1,188.50     |
| 29        | Monthly payment received    | 02/15/2025 | -\$50.00   | -\$1,238.50     | -\$1,238.50     | 12.99%        | 02/15/2025    | -\$1,238.50      | -\$1,238.50       | \$0.00             | -\$1,238.50     |
| 30        | Monthly payment received    | 03/15/2025 | -\$50.00   | -\$1,288.50     | -\$1,288.50     | 12.99%        | 03/15/2025    | -\$1,288.50      | -\$1,288.50       | \$0.00             | -\$1,288.50     |
| 31        | Monthly payment received    | 04/15/2025 | -\$50.00   | -\$1,338.50     | -\$1,338.50     | 12.99%        | 04/15/2025    | -\$1,338.50      | -\$1,338.50       | \$0.00             | -\$1,338.50     |
| 32        | Monthly payment received    | 05/15/2025 | -\$50.00   | -\$1,388.50     | -\$1,388.50     | 12.99%        | 05/15/2025    | -\$1,388.50      | -\$1,388.50       | \$0.00             | -\$1,388.50     |
| 33        | Monthly payment received    | 06/15/2025 | -\$50.00   | -\$1,438.50     | -\$1,438.50     | 12.99%        | 06/15/2025    | -\$1,438.50      | -\$1,438.50       | \$0.00             | -\$1,438.50     |
| 34        | Monthly payment received    | 07/15/2025 | -\$50.00   | -\$1,488.50     | -\$1,488.50     | 12.99%        | 07/15/2025    | -\$1,488.50      | -\$1,488.50       | \$0.00             | -\$1,488.50     |
| 35        | Monthly payment received    | 08/15/2025 | -\$50.00   | -\$1,538.50     | -\$1,538.50     | 12.99%        | 08/15/2025    | -\$1,538.50      | -\$1,538.50       | \$0.00             | -\$1,538.50     |
| 36        | Monthly payment received    | 09/15/2025 | -\$50.00   | -\$1,588.50     | -\$1,588.50     | 12.99%        | 09/15/2025    | -\$1,588.50      | -\$1,588.50       | \$0.00             | -\$1,588.50     |
| 37        | Monthly payment received    | 10/15/2025 | -\$50.00   | -\$1,638.50     | -\$1,638.50     | 12.99%        | 10/15/2025    | -\$1,638.50      | -\$1,638.50       | \$0.00             | -\$1,638.50     |
| 38        | Monthly payment received    | 11/15/2025 | -\$50.00   | -\$1,688.50     | -\$1,688.50     | 12.99%        | 11/15/2025    | -\$1,688.50      | -\$1,688.50       | \$0.00             | -\$1,688.50     |
| 39        | Monthly payment received    | 12/15/2025 | -\$50.00   | -\$1,738.50     | -\$1,738.50     | 12.99%        | 12/15/2025    | -\$1,738.50      | -\$1,738.50       | \$0.00             | -\$1,738.50     |
| 40        | Monthly payment received    | 01/15/2026 | -\$50.00   | -\$1,788.50     | -\$1,788.50     | 12.99%        | 01/15/2026    | -\$1,788.50      | -\$1,788.50       | \$0.00             | -\$1,788.50     |
| 41        | Monthly payment received    | 02/15/2026 | -\$50.00   | -\$1,838.50     | -\$1,838.50     | 12.99%        | 02/15/2026    | -\$1,838.50      | -\$1,838.50       | \$0.00             | -\$1,838.50     |
| 42        | Monthly payment received    | 03/15/2026 | -\$50.00   | -\$1,888.50     | -\$1,888.50     | 12.99%        | 03/15/2026    | -\$1,888.50      | -\$1,888.50       | \$0.00             | -\$1,888.50     |
| 43        | Monthly payment received    | 04/15/2026 | -\$50.00   | -\$1,938.50     | -\$1,938.50     | 12.99%        | 04/15/2026    | -\$1,938.50      | -\$1,938.50       | \$0.00             | -\$1,938.50     |
| 44        | Monthly payment received    | 05/15/2026 | -\$50.00   | -\$1,988.50     | -\$1,988.50     | 12.99%        | 05/15/2026    | -\$1,988.50      | -\$1,988.50       | \$0.00             | -\$1,988.50     |
| 45        | Monthly payment received    | 06/15/2026 | -\$50.00   | -\$2,038.50     | -\$2,038.50     | 12.99%        | 06/15/2026    | -\$2,038.50      | -\$2,038.50       | \$0.00             | -\$2,038.50     |
| 46        | Monthly payment received    | 07/15/2026 | -\$50.00   | -\$2,088.50     | -\$2,088.50     | 12.99%        | 07/15/2026    | -\$2,088.50      | -\$2,088.50       | \$0.00             | -\$2,088.50     |
| 47        | Monthly payment received    | 08/15/2026 | -\$50.00   | -\$2,138.50     | -\$2,138.50     | 12.99%        | 08/15/2026    | -\$2,138.50      | -\$2,138.50       | \$0.00             | -\$2,138.50     |
| 48        | Monthly payment received    | 09/15/2026 | -\$50.00   | -\$2,188.50     | -\$2,188.50     | 12.99%        | 09/15/2026    | -\$2,188.50      | -\$2,188.50       | \$0.00             | -\$2,188.50     |
| 49        | Monthly payment received    | 10/15/2026 | -\$50.00   | -\$2,238.50     | -\$2,238.50     | 12.99%        | 10/15/2026    | -\$2,238.50      | -\$2,238.50       | \$0.00             | -\$2,238.50     |
| 50        | Monthly payment received    | 11/15/2026 | -\$50.00   | -\$2,288.50     | -\$2,288.50     | 12.99%        | 11/15/2026    | -\$2,288.50      | -\$2,288.50       | \$0.00             | -\$2,288.50     |
| 51        | Monthly payment received    | 12/15/2026 | -\$50.00   | -\$2,338.50     | -\$2,338.50     | 12.99%        | 12/15/2026    | -\$2,338.50      | -\$2,338.50       | \$0.00             | -\$2,338.50     |



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** June 3, 2008  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Award Single Source Procurement to Talbert and Bright for Streambed Environmental Mitigation at the Oconee County Airport.

**BACKGROUND OR HISTORY:**

Part of the 600 foot runway extension & parallel taxiway project to Runway 25 at the Oconee County Airport impacts several hundred feet of a streambed feeding Hartwell Lake. The impact to the streambed requires mitigation in accordance with US Army Corps of Engineer policy. The streambed mitigation process will take nine (9) to twelve (12) months to complete.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Streambed Mitigation feeding Lake Hartwell is strictly controlled by the US Army Corps of Engineers and they require stream bed mitigation in order for the 600 foot runway extension project to move forward. Talbert and Bright has proposed to the County that they manage this project as a single source contractor (no other competitive bids will be sought). Talbert and Bright will then engage S&ME, Inc as their sub-contractor because they played a significant role in preparation and approval of our Environmental Assessment for ultimate airport development, which started in 2002. They are uniquely qualified to assist Talbert and Bright in this Environmental Permitting and Mitigation effort and are uniquely knowledgeable of the environmental issues, as related to Oconee County Regional Airport. No learning curve will be required. S&ME, Inc is one of the premier firms in this field, especially in the upstate. Rusty Nealis with the FAA Atlanta office has approved this team makeup and the proposed budgets for this project.

**STAFF RECOMMENDATION:**

Recommend Council authorize funding Streambed Environmental Mitigation Costs in anticipation of receiving approval from FAA (Around June 2, 2008) and awarding a contract to Talbert and Bright as single source procurement, contingent upon official approval and receipt of the FAA Grant, which is expected by mid June.

**FINANCIAL IMPACT:**

TOTAL cost of Streambed Environmental Mitigation is approximately \$430,000.  
Cost to Oconee County is approximately \$10,750. From acct code 010-703-60244

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS**

Are Matching Funds Available: Yes


If yes, who is matching and how much: FAA will pay 95% of mitigation costs from FAA fund sites.  
SC Division of Aeronautics will match 2.5% of mitigation costs.

**ATTACHMENTS**

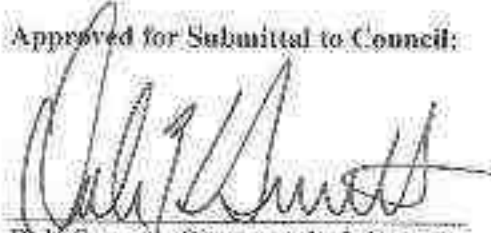
1. Talbert and Bright letter of recommendation for single source dated 5/13/08
2. Project Budget for Environmental Permitting and Mitigation
3. E-Mail from Rusty Nealis approving Talbert and Bright as a Single Source Contractor

**Submitted or Prepared By:**

Marianne Dillard  
Procurement Director

  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Surrell, County Administrator

# TALBERT & BRIGHT

May 13, 2008

Ms. Marianne Dillard  
Oconee County Purchasing  
415 S. Pine Street  
Walhalla, SC 29691

RE: Oconee County Regional Airport  
Wetland Permitting & Mitigation for Runway Extension  
TBI No. 3401-0802

Dear Marianne,

In follow up to our several conversations regarding insights into the team makeup for the above project, please consider the following. The team proposed for this project is made up of three primary professional elements. Talbert & Bright, Inc. are the aviation specialists and primary point of contact with Oconee County. We will serve as coordinator between the County, other team members, the FAA, and US Army Corp of Engineers (USACE).

The most significant team member is S&ME, Inc. They played a significant role in preparation and approval of your Environmental Assessment for ultimate airport development, including three possible runway extensions. That project started in 2002. They are uniquely qualified to assist TBI in this Environmental Permitting and Mitigation effort and are uniquely knowledgeable of the environmental issues, as related to Oconee County Regional Airport. No learning curve will be required for their efforts. Over half of the proposed project consists of professional services relating to 401 & 404 Permitting, stream assessment, surveys, mitigation planning, mitigation design, and long term monitoring to be performed by S&ME, Inc.

Further, S&ME, Inc. has an excellent relationship with the USACE in the upstate and more specifically on this project. It should be noted that it was the USACE that recommended S&ME, Inc. contact the South Carolina Forest Service for the proposed mitigation site and this project. More specifically this project would create a high quality upstate trout stream that will be utilized by disabled children.

Wetland mitigation in South Carolina is a highly specialized field and S&ME, Inc. is one of the premier firms in the field. Most other similar companies work primarily in the Lowcountry and rarely do work in the upstate. S&ME, Inc. has that experience and can avoid pit falls, delays and additional costs often experienced by less experienced firms.

The actual mitigation construction consists of less than 29% of the proposed budget and will be performed by a specialty firm under the direction and supervision of S&ME, Inc and TBI.

ENGINEERING & PLANNING CONSULTANTS

[WWW.TALBERTANDBRIGHT.COM](http://WWW.TALBERTANDBRIGHT.COM)

4500 SHILBEE DRIVE WILMINGTON, NC 28405 P: 910.763.5350 FAX 910.762.6281

WILMINGTON, NORTH CAROLINA • CHARLOTTE, NORTH CAROLINA • RICHMOND, VIRGINIA

Lastly but, possibly most importantly, all of the coordination efforts to date towards approval of this preliminary permitting and mitigation plan has involved extensive coordination between TBI, S&ME, Inc., the USACE and FAA. There have been numerous teleconferences with Mr. Rusty Nealis (FAA) and Bonnie Haskins (FAA) who are all "on board" with this team makeup and the proposed budgets for this project. In that their approval constitutes 95% of the proposed budget of these efforts, we are hopeful that this will be a significant factor towards your approval of this project team.

Please call if you should have any questions and we look forward to proceeding soon.

Yours truly,



J.T. Talbert, P.E.

JTT/eps

**Project Budget**  
**Environmental Permitting and Mitigation**  
**TBI No. 3401-0802**

|                                                               |                     |
|---------------------------------------------------------------|---------------------|
| <b>TBI</b>                                                    |                     |
| Project coordination/management, meetings & graphics/printing | \$20,012.30         |
|                                                               |                     |
| <b>S&amp;ME, Inc.</b>                                         |                     |
| Project Administration                                        | \$26,450.00         |
| Section 401/404 Permit Application                            | \$40,250.00         |
| Stream Assessment                                             | \$28,750.00         |
| Reference Reach Survey                                        | \$23,000.00         |
| Stream Design                                                 | \$51,750.00         |
| Draft Stream Mitigation Plan                                  | \$40,250.00         |
| Mitigation Construction                                       | \$125,175.20        |
| Planting                                                      | \$48,932.50         |
| Annual Monitoring & Reporting                                 | \$28,750.00         |
|                                                               |                     |
| <b>Total</b>                                                  | <b>\$433,320.00</b> |

**Tronda Spearman**

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**From:** Marianne Dillard  
**Sent:** Wednesday, May 21, 2008 11:13 AM  
**To:** Tronda Spearman  
**Subject:** FW: Oconee Environmental Permitting & Mitigation

Marianne

-----Original Message-----

From: Jay Talbert [mailto:jtalbert@bpiilm.com]  
Sent: Wednesday, May 21, 2008 11:12 AM  
To: Kevin D. Sprot; Marianne Dillard  
Subject: FW: Oconee Environmental Permitting & Mitigation

Kevin & Marianne hopefully this will take care of the final issue. Rusty verbally assured me this morning that we will be getting the discretionary grant for Permitting & Mitigation and funds to reimburse the County for all outstanding expenditures to date. He may be able to include some additional funds to complete the WPPN also. I will anxiously await receipt of the grant, as I know that you all will. Thanks-Jay

-----Original Message-----

From: Rusty Nealis [mailto:Rusty.Nealis@fas.gov]  
Sent: Wednesday, May 21, 2008 8:46 AM  
To: Jay Talbert  
Subject: Re: Simple Environmental Permitting & Mitigation

Jay,

We concur with TBI regarding the permitting and mitigation for the runway extension as described below.

Rusty Nealis  
Program Manager  
Asheville Municipal Hospital, Office  
104-305-1242 Fax: -7155

"Jay Talbert"  
<jtalbert@bpiilm.com>  
05/19/2008 01:45  
cc: Rusty Nealis/ASO/FASECON  
Subject: Oconee Environmental Permitting & Mitigation

Rusty- Hope you're feeling better & enjoyed seeing you in Asheville. As discussed last week, the Oconee County Procurement Office has requested that you confirm that you have reviewed the proposed cost & methodology for completing permitting & mitigation for the

runway extension and control.

More specifically, via DEE a runway permitting & mitigation offer will be provided resulting in receipt of the DCI & 454 permits and ASAC approval of the completed mitigation site. This is a similar approach used on several recent projects and results in limiting any potential for cost overruns to FAA or the County. You can simply respond to this email & I will forward.

Thanking you in advance for working with you on this project.

Jay Bolbert  
Tolson, A. Bright  
4510 Shelley Drive  
Wilmington, NC 28403

910-763-5350  
910-862-6281 - fax

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** June 3, 2008  
**COUNCIL MEETING TIME:** 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Approval of Contract for Group Health Insurance Plan Administrator

**BACKGROUND OR HISTORY:**

Council approved Group Health Insurance renewal for F/Y 2008-09 on April 21, 2008 with Benefit Administrators Inc (BAI), Benefit Controls Inc (BCI) and American National Insurance for the plan year beginning on May 1, 2008. The attached contract with the Third Party Administrator (Benefit Administrators, Inc) has been reviewed by the County Attorney and staff. It is hereby presented for your approval.

**BID SOLICITATION HISTORY:**

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Staff recommends County Council approve and execute the 2008-09 Contract for Group Health Insurance Plan Administrator (Benefit Administrators, Inc).

**FINANCIAL IMPACT:**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:** No  
Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

**ATTACHMENTS**

- 1. Contract

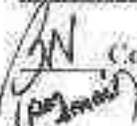
**Submitted or Prepared By:**

  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Dale Sarratt, County Administrator

**Reviewed By/ Initials:**

 County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

C: Clerk to Council

*Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.*



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 3, 2008  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Approval of Contract for Group Health Insurance Plan Administrator

**BACKGROUND OR HISTORY:**

Council approved Group Health Insurance renewal for F/Y 2008-09 on April 21, 2008 with Benefit Administrators Inc (BAI), Benefit Controls Inc (BCI) and American National Insurance for the plan year beginning on May 1, 2008. The attached contract with the Third Party Administrator (Benefit Administrators, Inc) has been reviewed by the County Attorney and staff. It is hereby presented for your approval.

**BID SOLICITATION HISTORY:**

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**STAFF RECOMMENDATION:**

Staff recommends County Council approve and execute the 2008-09 Contract for Group Health Insurance Plan Administrator (Benefit Administrators, Inc).

**FINANCIAL IMPACT:**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS: NO

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

**ATTACHMENTS**

1. Contract

Submitted or Prepared By:

  
Department Head/Elected Official

Approved for Submittal to Council:

  
Dale Surratt, County Administrator

Reviewed By/ Initials:

  
County Attorney

Finance

Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

### THIRD PARTY ADMINISTRATION AGREEMENT

This Third Party Administration Agreement ("Agreement") is effective as of the 1st day of May, 2008 ("Effective Date") between Oconee County whose address is 415 South Pine Street, Walhalla, SC 29691 ("Employer"), on behalf of the Oconee County Health and Welfare Plan ("Plan"), and Benefit Administrators, Inc., whose address is 176 McSwain Drive, W. Columbia, SC 29158 ("TPA").

WHEREAS, the Plan is sponsored and maintained by the Employer ("Plan Sponsor") to provide health and welfare coverage for some or all of its employees and any dependents ("Participants"); and

WHEREAS, TPA is a third party administrator and desires to provide technical and ministerial services and advice in connection with the operation of the Plan including the payment of claims under the Plan; and

WHEREAS, the Employer has agreed to either serve or designate one or more of its employees to serve as the administrator of the Plan who will be ultimately responsible for the Plan ("Plan Administrator");

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties mutually agree as follows:

#### I. PLAN ADMINISTRATOR AUTHORITY

1. The Employer hereby acknowledges and agrees that the Employer or one or more of its employee(s) is the Plan Administrator and the named fiduciary of the Plan, and that TPA is acting solely as a claims processor with respect to the Plan. The Plan Administrator, as the fiduciary of the Plan, retains the final authority and responsibility for the operation of the Plan. The control, management, investment decision and utilization of Plan assets is vested with the Plan Administrator. The Plan Administrator gives TPA the authority to act on the Plan's behalf as a claims processor in connection with the Plan, but only as expressly stated in this Agreement or as mutually agreed to in writing by the Employer and TPA.

#### II. TPA OBLIGATIONS

1. It is the intent of the parties hereto that TPA shall not be required to provide any discretionary or other services except those expressed specifically herein below, which could result in TPA's being deemed a fiduciary of the Plan, or which constitute the practice of law, accounting or any other profession (other than that of third party administrator of claims).
2. TPA shall perform the following functions with regard to health claims submitted to TPA by Participants:
  - a. Receive the claims and review, process and issue payment (subject to funding by the Plan) for all valid claims according to the plan document ("Plan Document"), including, but not limited to, performing reasonable investigatory work in determining claim eligibility, initial subrogation intervention, and preparing benefit checks or drafts. The Plan Administrator shall finally resolve any dispute as to claim denial.
  - b. TPA will advise the Plan Administrator on issues of recovery/subrogation and excess loss insurance funds. The Plan Administrator will make the final decision on issues of recovery/subrogation and excess loss insurance funds.
  - c. Establish and maintain a record on each reported claim processed during the term of the Agreement.

- c. Prepare monthly and annual claim reports generally reflecting the status of the payment of claims;
  - e. Refer to the Plan Administrator for determination, any issues which are not of a ministerial nature, including without limitation, the following: (i) any claim or class of claims the Plan Administrator may specify; (ii) any disputed claim; (iii) any claim involving any question of eligibility or entitlement of the Participants for coverage under the Plan; or (iv) any question with respect to the amount of payment due;
  - f. Confer with the Participants, providers and other individuals or firms to verify claims as submitted;
  - g. Negotiate fees with out of network providers, either by retaining a person or entity to negotiate the fees (and the amount of the fee), and if such fees will be paid by the Plan; and
  - h. Provide information to the Plan Administrator for use in preparing Form 5500 reports, which obligation shall survive termination of the Agreement.
3. Unless elected, this Agreement will not apply to claims incurred prior to the Effective Date ("Run-In Claims") unless such claims were incurred at a time when TPA was processing claims for the Plan. In the event that TPA is retained to process Run-In Claims, then Schedule "A" attached hereto shall be completed.
4. TPA will bill and collect service fees as set forth on Schedules "A" and "B" attached hereto, and any excess loss premiums and commissions. Unless otherwise agreed to in writing by the parties, all amounts paid by Employer to TPA for payment of any excess loss premiums are to be paid by the Employer, not the Plan. All other amounts paid by the Employer to TPA for Plan service providers, including but not limited to claim and PPO access administration fees, shall be deemed paid with Plan assets.
5. If the Employer elects to have TPA assist with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, ("COBRA") compliance by indicating so on Schedule "B" attached hereto, TPA shall perform the following functions:
- a. Notify employees and dependents who qualify for COBRA (collectively "Beneficiaries") of their COBRA rights, if applicable, by first class mail upon TPA's receipt of the Employer's written terminations from the Plan or employment with the Employer. Notwithstanding, TPA shall not be responsible for sending COBRA initial notices to Beneficiaries except where TPA is timely notified by the Employer of the existence of the new Beneficiaries and the need to send such notices.
  - b. Send coupon-billing books to Beneficiaries who elect to continue coverage.
  - c. Collect premiums and forward them to the Employer.
6. If the Employer elects to have TPA provide credible coverage services (with respect to HIPAA defined below) by indicating so on Schedules "A" and "B" attached hereto, TPA shall perform the following functions during the term of this Agreement:
- d. Provide qualified Participants with certificates of credible coverage by mail promptly upon TPA's receipt of the Employer's written terminations of such Participants.
  - e. Provide the necessary certification to all Participants either designated by the Employer or that TPA otherwise may be made aware of through other sources.

- c. Crediting and notifying Participants of their appropriate level of coverage for pre-existing conditions.
  - ii. If for any reason the Employer desires to provide certificates of credit coverage to any Participant at the time the Agreement terminates, if requested, the Employer agrees to pay a certification issuance fee to TPA for each such certificate in the amount of \$5.00 per certificate. Such fee shall be due and payable at the time of the request and must be paid prior to the issuance of the certificate.
7. If the Employer elects to have TPA assist with the State of New York Surcharge compliance by indicating so on Schedule "B" attached hereto, TPA shall provide the necessary reporting to meet the New York State requirements as soon as the information is available.
  8. TPA represents and warrants to the Employer that it shall maintain liability errors and omissions, and employee dishonesty insurance for its activities performed hereunder in commercially reasonable amounts of coverage and as required by applicable law. Upon request TPA shall provide to the Plan Administrator a copy of said insurance policies.
  9. The work to be performed by TPA under this agreement may, at the TPA's discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate of the TPA, or by another organization, agent, advisor or other such person(s) with which the TPA maintains an arrangement for such purpose. Such arrangements, if any, will be disclosed to the Plan.
  10. The Employer acknowledges and agrees that TPA disclaims:
    - a. All liability for determination of eligibility under the Plan based on applications for enrollment in the Plan;
    - b. All liability for excess loss or reinsurance determinations if TPA did not place the excess loss or reinsurance for the Employer; and
    - c. All liability for sending Participants or other Beneficiaries of the Employer initial COBRA notices unless elected by the Employer.

### III. Employer Obligations:

1. The Employer will furnish the information needed by TPA to perform its functions under this Agreement including a complete and accurate list of all individuals eligible for benefits and enrolled in the Plan and shall cooperate fully with TPA with regard to providing TPA with prompt written notification of Participant additions, terminations, participation and all other substantive matters concerning the Plan.
2. The Employer shall be responsible for collecting any appropriate contributions to the Plan from the Participants. Failure to collect any such contributions shall not relieve the Employer from its obligation to fund the Plan.
3. The Employer shall distribute to all Participants (and timely return to TPA when necessary) all appropriate and necessary materials and documents, including, but not limited to, Summary Plan Descriptions, Plan Document amendments, identification cards, enrollment forms, applications and notice forms as may be necessary for the operation of the Plan or to satisfy the requirements of state or federal laws and regulations.



4. The Employer shall satisfy any and all reporting and disclosure requirements imposed by law both to the Participants and to TPA, including, but not limited to, reporting requirements applicable to Employer or Plan under the Employee Retirement Income Security Act of 1974 ("ERISA") and COSRA.
5. The Employer acknowledges and agrees that TPA shall have no discretionary authority, either expressed or implied, with respect to the control, handling, investment or disposition of the Plan or Plan assets or the payment of claims. The Employer and the Plan Administrator reserve the final right to direct TPA, in writing, regarding the resolution of any dispute of coverage, eligibility, or payment of benefits under the Plan.
6. The Employer will provide to TPA either the Plan Document and all amendments thereto, or directions for the preparation thereof. The Employer shall provide TPA with any additional information incidental to the Plan as may be requested by TPA from time to time.
7. To the extent required by applicable law, the Employer shall establish a trust ("Trust"), pursuant to a Trust Agreement.
8. The Employer agrees to indemnify and hold harmless TPA from any and all liability, loss or damage, including reasonable attorneys' fees that TPA may suffer or incur directly or indirectly as a result of: (i) the Employer's performance under this Agreement, (ii) the failure of the Employer to adequately fund payment of claims under the Plan. The provisions of this paragraph shall survive termination of this Agreement.

#### IV. Payment Process

1. The Employer shall pay TPA the fees as set forth on Schedule B hereto for the services elected on Schedule B, as well as excess loss premiums. The Employer shall also fund all requests for payment of Plan benefits as provided below. The Employer agrees to pay the fees and all other charges pursuant to this Agreement within thirty (30) days of its receipt of each invoice from TPA or its agent. Late payments by the Employer will result in a late payment charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum monthly rate allowed by applicable law. TPA will have the right to terminate this Agreement immediately if the Employer defaults on its payment obligations set forth above and such payment default is not cured within thirty (30) days after TPA delivers written notice of such default to the Employer.
2. All funds to be used for the payment of Plan benefits and service provider fees under the Plan (collectively "Plan Payments") will be advanced by the Employer and held for the benefit of the Plan. Plan Payments shall be made from an account established in the name of the Plan for the benefit of the Plan's participants. TPA shall not be responsible to fund this account. All funds in this account shall be derived solely from funds provided by the Employer for the purpose of making Plan Payments.
3. Funds for Plan Payments shall be provided promptly by the Employer upon request of TPA. If funds have not been provided for Plan Payments within 30 days after receipt of a request for funds, TPA reserves the right to notify the Participants and providers of service and the United States Department of Labor ("DOL") that the account has not been funded by the Employer. Under no circumstances shall this Agreement be deemed to place a contractual obligation upon TPA to provide the notice set forth in the preceding sentence, such obligation being the responsibility of the Plan Administrator. Failure by TPA to provide any notice or to so terminate shall not waive TPA's right to provide any notice or terminate this Agreement upon the Employer's continued or subsequent failure to so fund, and under no circumstances will Employer or Plan Administrator be entitled to assert that any such failure or failures constitutes a cause of performance binding upon TPA. Upon termination, TPA shall be entitled to return all unpaid claims to providers and to recover from the Employer all amounts then due and owing by the Employer or

Plan Administrator and shall have the right, but no obligation, to notify the DOL of such termination and the facts and circumstances in connection therewith.

4. All claims under the Plan will be processed in the order in which they were received by TPA's office. Under no circumstances shall TPA be required to process any claim: (i) ahead of claims previously received on behalf of the Plan Administrator or any other client of TPA; or (ii) on or before a specific date.
5. All bills for claims submitted to TPA on behalf of the Plan are the sole responsibility of the Plan. TPA has no financial obligation or liability for these bills.

#### V. RECORDS

1. The Employer authorizes TPA to release to physicians, hospitals, other providers of medical services, utilization review and management vendors, preferred provider organizations, excess loss carriers, quality vendors, and other benefit consultants necessary for payment, treatment or Plan operations or administration the claims utilization data and records of Participants subject to the terms and conditions hereof. That data may include medical information of persons covered by the Plan. TPA shall comply with all Federal and South Carolina laws when releasing medical information concerning a Participant in the Plan.
2. All records of the Plan are available for inspection and audit by the Employer, Plan Administrator or their representative(s) during regular business hours on the premises of TPA. The Employer must provide at least 10 days' prior written notice of intent to audit, and such audit will be done at a time reasonably convenient to the business of TPA. TPA may terminate any audit that disturbs the day-to-day operations of TPA. The Employer agrees to bear all the expenses of the audit.

#### VI. TERM AND TERMINATION

1. This Agreement shall be effective on the Effective Date and shall continue until terminated by either party hereto in accordance herewith. The first one-year period of time that this Agreement is in effect is defined as the "Initial Term". Prior to the end of the Initial Term, this Agreement may only be terminated:
  - a. by the Employer with cause, as defined below, upon sixty (60) days' written notice to TPA;
  - b. by TPA upon 30 days written notice in the event the Employer has failed to pay TPA its fees when due;
  - c. by TPA immediately with cause, as defined below; and
  - d. by TPA or Employer without cause upon sixty (60) days' written notice to the other Party.

Following the Initial Term, any party hereto may terminate this Agreement without cause upon sixty (60) days' written notice to the other party, or immediately with cause, effective on the date of receipt of written notice to the other party (with no provision for retroactive termination). Notwithstanding, in the event the Employer terminates this Agreement without cause on any date other than an anniversary of the Effective Date of this Agreement, TPA shall be entitled to the payment of a fee equal to the most recent two (2) months' fees (based and any additional fees) paid to TPA as an early termination penalty.

2. For purposes of this Agreement, termination "with cause" shall mean for a material breach of the terms of this Agreement, a failure to properly handle or disburse funds of the Plan, a determination by TPA that the sources of funding for the Plan are inadequate to provide benefits to the Participants, or the filing of an action in bankruptcy under Chapter 7 of the U.S. Bankruptcy Code by TPA or the Employer.

3. Upon termination of this Agreement, with or without cause, the Employer may wish to receive records regarding previously received or processed claims. The Employer agrees to hold TPA harmless from any and all liability, loss or damage, including reasonable attorneys' fees, which TPA may suffer as a result of a claim being made by any party relating to claims or computer records which have been returned to the Employer. Any claims or computer records requested by the Employer will be provided, if available, at a cost to be determined at the time of the request or as set forth on Schedule "B", hereto. This paragraph shall survive the termination of this Agreement.
4. After termination of this Agreement, TPA may in its sole discretion agree to process claims incurred prior to termination of this Agreement ("Run-Out Claims") for a maximum period of 90 days from the date of termination. Charges for such processing shall be equal to 2.5 times the administrative fee ("base plus any additional stop loss fees, based on stop loss premium and census for the month immediately preceding the termination of administrative services") set forth on Schedule B. Notwithstanding the foregoing, in the event of a breach by the Employer of any obligation to TPA created hereunder or otherwise with respect to the Plan, including, without limitation, a failure to fund in a timely manner payment of claims, fees or expenses, then TPA shall have the right to unilaterally terminate this Agreement with no obligation to pay Run Out Claims. In the event of the termination of this Agreement, and if the Employer had already selected credible coverage service, the Employer may request that TPA provide such credible coverage service during Run-Out at a cost of \$5.00 per certificate.

#### VII. CONFIDENTIALITY

1. For the purposes of this Agreement, "Confidential Information" shall include, but not be limited to, business, technical, marketing, financial, and other proprietary and trade secret information of both parties, as well as the terms of this Agreement, and Protected Health Information or "PHI" as defined on Schedule C hereto. For the parties to fulfill the terms of the Agreement, the Confidential Information will be disclosed and exchanged between the parties in accordance with the Agreement. The parties wish to keep the Confidential Information proprietary and confidential. Therefore, any Confidential Information received and maintained by either party shall be held in the strictest of confidence and shall not be disclosed, divulged, furnished, or made accessible by either party to any third party, in whole or in part, except as otherwise provided by the terms of this Agreement or any subsequent agreement between the parties.
2. The parties agree to take all reasonable precautions to safeguard the Confidential Information, and notify all individuals that may have access to such information, of the requirements of this Agreement and ensure that said individuals comply with the terms of this Agreement.
3. The parties acknowledge and agree that the disclosure of the Confidential Information that is unauthorized or not in accordance with this Agreement or any subsequent agreement shall be deemed to be an improper disclosure and would be damaging and detrimental to the nondisclosing party. Such improper disclosure shall be deemed to be a breach of this Agreement.
4. The obligations under this paragraph shall not apply to Confidential Information that is now or hereafter generally becomes available to the public or other third parties other than through the omission of said parties. The terms and conditions of this section shall survive the termination of this Agreement.

#### VIII. HIPAA BUSINESS ASSOCIATE PROVISIONS

1. The parties acknowledge that for purposes of the Agreement, TPA meets the definition of "business associate" as that term is defined in HIPAA (defined on Schedule C hereto). In addition to the



Confidentiality requirements of Article VII, the parties agree to comply with all of HIPAA's requirements as set forth in detail on Schedule C attached hereto.

2. The Employer and the Plan shall identify on Schedule D hereto the names of their business associates that they authorize to receive PHI from TPA, and the types of PHI to be received.

#### IX. PREFERRED PROVIDER ORGANIZATION OBLIGATIONS

3. TPA has entered into agreements with one or more preferred provider organizations ("PPO Agreements") whereby the PPOs' provider reimbursement discounts can be made available to TPA's clients. The Employer may desire access to one or more PPO Agreements. In consideration for such access, the Employer shall acknowledge and agree to be bound to the terms and conditions of the PPO Agreements and/or certain terms and conditions of the PPO Agreements. The Employer agrees to execute any documents necessary to gain access to applicable PPO Agreements.
2. The Employer authorizes TPA to negotiate on behalf of the Plan for discount arrangements with physicians, hospitals, and other providers of medical services.

#### X. MISCELLANEOUS

1. In the event that the work requirements placed upon TPA exceed the scope anticipated at the inception of this Agreement, including without limitation, changes attributed to regulatory requirements and TPA deems it necessary to adjust the rates set forth on Schedule "B" hereto, then TPA shall provide the Employer with a new Schedule "B" setting forth such rates. The Employer shall have 90 days within which to accept the new rates or otherwise terminate this Agreement.
2. Any notice to be provided to any of the parties hereto shall be sent, in writing, by certified mail, return receipt requested, or overnight carrier, to the respective party's address as set forth on page one of the Agreement.
3. The Employer acknowledges and agrees that this Agreement is with TPA and not its parent company, First Financial Holdings, Inc.
4. In the event that any portion of this Agreement is deemed to be unenforceable or void in accordance with applicable law or regulation, the same shall be deemed to be deleted from this Agreement and the remaining portion of this Agreement shall remain in full force and effect.
5. This Agreement contains and encompasses the entire agreement among the parties concerning the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereof. No additional agreements shall be enforceable except amendments in writing signed by all parties.
6. The Agreement shall be governed by the laws of the State of South Carolina, without regard to its conflicts of laws provisions, except to the extent the same are preempted by federal law or otherwise governed by ERISA. The parties agree that any action or proceeding arising out of or relating to this Agreement, including, without limitation, any dispute brought before a court of competent jurisdiction, shall be commenced in the United States District Court for South Carolina, and such Court shall have exclusive jurisdiction with respect thereto unless such dispute does not in any manner involve the Plan Participant's rights thereunder, or TPA's duties in the connection therewith, in which event such suit shall be commenced in the Court of Common Pleas of Oconee County, South Carolina, which shall have exclusive jurisdiction with respect thereto. Each of the parties hereto consent to jurisdiction in such

Courts, and hereby acknowledges that neither such Court lacks personal jurisdiction or is an inconvenient forum.

7. This Agreement may not be assigned by operation of law or otherwise, except with prior written consent of the other party to this Agreement. However, if this Agreement is assigned, this Agreement shall be binding upon the successors and/or assigns.
8. No action, suit, or proceeding at law or in equity shall be had or maintained under the Agreement, unless it be commenced and process be served within three (3) years after the cause of action has accrued, and in no event shall any such action, suit or proceeding be maintained unless it is commenced within three (3) years from the date the Agreement was terminated.
9. All terms used in this Agreement shall be defined and given meaning herein as they are defined under ERISA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

Oconee County, a government entity on behalf of the Plan as set forth in this Agreement.

Benefit Administrators, Inc.,  
a South Carolina Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature & Title  
"On behalf of the PLAN"

By:  Date: 12/15/10  
Signature & Title  
"TPA"

SCHEDULE "A"

RUN IN CLAIM ELECTIONS

The Employer on behalf of the Plan shall utilize the following run-in service options and shall pay TPA the following amounts, per participating employee per month, for its services:

- Run-in Claims Processing, if any (check one):  Credible Coverage Certificates, if any
- Full Run-In Claims Processing Option
- Limited Run-In Claims Processing Option
- No Run-In Claims Processing has been elected.

The Employer hereby acknowledges and agrees that TPA will have no liability with respect to payments for claims that are either duplicate payments from the prior payer or are made in good faith in reliance upon the information available at the time the claims are paid.

- a. If TPA is retained to assist with the processing of Run-In Claims pursuant to the Full Run-In Claims Processing Option, then TPA shall perform the functions set forth in Sections II,2 above, subject to the following:
- i. All claims adjudication shall be based upon the plan document in effect at the time the claims were incurred, which the Plan Administrator will provide to TPA.
  - ii. Only those claims incurred within one year prior to the Effective Date shall be eligible for processing under this Agreement.
  - iii. Co-payments, deductibles and any other specialized provisions under any prior plan shall not be considered by TPA or the Plan Administrator in the processing of Run-In Claims, provided, however, that TPA or the Plan Administrator may, in their sole discretion, accept documentation substantiating such co-payments, deductibles or other specialized provisions.
- b. If TPA is retained to assist with the processing of Run-In Claims pursuant to the Limited Run-In Claims Processing Option, then TPA shall perform the functions set forth in Sections II,2 above, subject to the following:
- i. All claims adjudication shall be made based upon the plan document which the Plan Administrator will adopt and will provide to TPA.
  - ii. Only those claims incurred within 90 days prior to the Effective Date shall be eligible for processing under this Agreement.
  - iii. Only those claims incurred by individuals who are Participants, as of the Effective Date, shall be eligible for processing under this Agreement.

Run-in Fee \$ N/A

**SCHEDULE "B"**

**DISCLOSURE TO NAMED FIDUCIARY  
AND  
ELECTIONS AND FEES**

The Employee Retirement Income Security Act of 1974 ("ERISA") prohibits the receipt, by an insurance agent or broker, of a sales commission from an insurance company in connection with the purchase of an insurance contract using plan assets.

Pursuant to the Prohibited Transactions Exemption 84-24, as amended, the U. S. Department of Labor and the Internal Revenue Service require certain disclosures to be made to the Named Fiduciaries of an Employee Benefit Plan before any transaction occurs with respect to the purchase of any insurance contracts. A description of the proposed transaction involving the sale of such products and the related disclosures appear below.

The agent/broker named on Schedule "D" contained herein is an independent agent. He or she is not a trustee of the Plan, not a Plan Administrator (within the meaning of ERISA Sec. 3 (16) (A) and Sec. 44 (g) of the Internal Revenue Code), not a Named Fiduciary of the Plan (within the meaning of ERISA, Sec. 402 (a) (2)), and not a Fiduciary who is expressly authorized in writing to manage, acquire, or dispose of the assets of the above Plan.

The premium for excess loss insurance and/or group term life coverage may include a commission to be paid to BAI. BAI may, in turn, pay all or a portion of the commissions to the agent/broker identified on Schedule "D" of this agreement.

In addition, BAI may receive compensation from the insurance carrier to perform the following services: audit and prepare excess loss claims for submission to the insurance carrier; collect monthly premiums and prepare data reports for the insurance carrier for the premium remittance; prepare monthly commission/service fee statements for the various agents/brokers for the insurance carrier; provide contract administration services for the insurance carrier and maintain a staff to provide proposal preparation and data collection services for the insurance carrier.

**TYPE OF PLAN:**

EMPLOYEE GROUP MEDICAL EXCESS LOSS: Yes  
 EMPLOYEE GROUP TERM LIFE: Yes

**TYPE OF COMMISSION:**

|                |              |                                     |
|----------------|--------------|-------------------------------------|
| <b>BROKER:</b> |              | <b>BENEFIT ADMINISTRATORS, INC.</b> |
| EXCESS LOSS:   | <u>0%</u>    | EXCESS LOSS: <u>0%</u>              |
| LIFE:          | <u>5.12%</u> | LIFE: <u>2%</u>                     |

The Employer on behalf of the Plan shall pay TPA, per participating employee per month, for services rendered during the period from May 1, 2008 to April 30, 2009.

**ELECTIONS AND BASE FEE**

\$ 3.50 Medical Claims Processing Fee  
 \$ \_\_\_\_\_ Disability Claims Processing Fee  
 \$ \_\_\_\_\_ Dental Claims Processing Fee  
 \$ \_\_\_\_\_ Vision Claims Processing Fee  
 \$ \_\_\_\_\_ Prescription Claims Processing Fee  
 \$ \_\_\_\_\_ New York Administration Fee  
 \$ \_\_\_\_\_ Run-to Fee

**ELECTIONS AND ADDITIONAL FEES**

13% Stop-Loss Fee, % of billed premium, RA  
 \$ 1.00 COBRA Admin. Fee  
 \$ \_\_\_\_\_ HIPAA Administration Fee  
 \$ 1.70 Utilization Review Fee - MedWatch  
 \$ 3.00 PPO - MedCost/CHP  
 \$ 3.00 Local Service Fee/Broker Fee  
 \$ \_\_\_\_\_ Plan Document and/or Trust Agreement Fee

Initials \_\_\_\_\_

The Employer shall pay TPA a fee for providing claims or computer records requested by the Employer upon termination of this Agreement, as follows (check one):

           \$ \_\_\_\_\_  
 As determined at the time of the request.

COBRA Services (check one):

Yes, services will be provided except for any benefits or types of benefits that TPA is not providing processing services.  
           No, COBRA services are not desired.

Credible Coverage Certificate services (check one):

Yes, services will be provided.  
           No, services are not desired. However, if such assistance is required at any time, we understand that a fee of \$ 50.00 will apply per each Participant per necessitating event.  
           At termination.

State of New York Compliance service (check one):

           Yes, State of New York compliance service is desired.  
 No, State of New York compliance service is not desired.

In the event that this Schedule "B" amends or changes any rates agreed upon by the parties verbally or in writing prior to execution of this Agreement, all of the terms and conditions of the Agreement and this Schedule "B" shall replace and take precedence over said prior rates.

**NAMED FIDUCIARY(IES) ACKNOWLEDGMENT**

The named Fiduciary(ies) acknowledge, on behalf of the Plan, that he/she has read this Disclosure Notice, understands it, and agrees with its contents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

Orange County - a government entity on behalf of the Plan as set forth in this Agreement.

Benefit Administrators, Inc.,  
a South Carolina Corporation

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature & Title  
"On behalf of the PLAN"

By [Signature] Date 5/7/08  
Signature & Title  
"TPA"



## SCHEDULE "C"

### HIPAA

A. **Definitions.** For the purpose of this Agreement, the following terms shall have the meaning ascribed to them in this Schedule. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Designated Record Set** shall mean a group of records maintained by or for Employer that is (i) the medical records and billing records about individuals maintained by or for Employer, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for Employer to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Employer.
2. **Employer** shall mean the entity that is sponsoring the Plan (as defined in the Agreement) and shall also be defined to include the Plan itself, as the Employer acts on behalf of the Plan, for the purposes herein.
3. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law "104-191", and regulations promulgated thereunder by the U.S. Department of Health and Human Services.
4. **HIPAA Privacy Regulations** shall mean the regulations at Title 45, Parts 160 and 164 of the Code of Federal Regulations, as the same may be amended from time to time.
5. **Individual** shall mean the person who is the subject of the information, and has the same meaning as the term "individual" is defined by 45 C.F.R. § 164.501.
6. **Individually Identifiable Health Information** shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse, and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
7. **Protected Health Information** shall mean Individually Identifiable Health Information received by TPA from or on behalf of a Employer that is (i) transmitted by electronic media; (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium.
8. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated, specifically including, but not limited to, the Office for Civil Rights.
9. **Transaction Standard Regulation** shall mean the regulations at Title 45, Parts 160 and 162 of the Code of Federal Regulations, as the same may be amended from time to time.

B. **TPA's Use and Disclosure of Protected Health Information.** TPA shall be permitted to use and/or disclose Protected Health Information provided or made available from Employer for the following stated purposes:

1. TPA may use or disclose the Protected Health information for the purposes necessary to fulfill its obligations under this Agreement.
2. TPA is permitted to disclose Protected Health information received from Employer for the proper management and administration of TPA or to carry out legal responsibilities of TPA, provided (i) the disclosure is required by law, or (ii) TPA obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by

law or for the purposes for which it was disclosed by the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies TPA of any instance of which it is aware in which the confidentiality of the information has been breached. Additionally, TPA may use and disclose Protected Health Information to a third party if otherwise authorized by Employer or as authorized by Individual in accordance with Section 164.508 of the HIPAA Privacy Regulations with respect to his or her own Protected Health Information.

3. In addition to the other uses and disclosures of Protected Health Information permitted under the Agreement, TPA may use Protected Health Information to create information that is not individually identifiable Health Information, or may disclose Protected Health Information to an agent or subcontractor of TPA for such purpose, whether or not the de-identified information is to be used by TPA. TPA may use or disclose such de-identified information in any manner TPA deems appropriate.
4. TPA is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to the health care operations of Employer, or as permitted by 45 C.F.R. § 164.504(e)(2)(ii)(B).

### C. TPA Obligations:

1. **Limits on Use and Further Disclosure Established by Contract and Law.** TPA agrees that the Protected Health Information provided or made available by Employer shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law.
2. **Appropriate Safeguards.** TPA will establish and maintain appropriate safeguards to prevent any use or disclosure of the Protected Health Information, other than as provided for by this Agreement.
3. **Mitigation.** TPA agrees to mitigate, to the extent practicable, any harmful effect that is known to TPA of a use or disclosure of Protected Health Information by TPA in violation of the requirements of the Agreement.
4. **Reports of Improper Use or Disclosure.** TPA agrees that it shall report to Employer within five (5) days of discovery any use or disclosure of Protected Health Information not provided for or allowed by the Agreement.
5. **Subcontractors and Agents.** TPA agrees that anytime Protected Health Information is provided or made available to any subcontractors or agents, TPA must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of Protected Health Information as contained in this Agreement.
6. **Right of Access to Information.** Within five (5) days of a request by Employer for access to Protected Health Information about an individual contained in a Designated Record Set, TPA shall make available to Employer such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any Individual requests access to Protected Health Information directly from TPA, TPA shall within five (5) days forward such request to Employer. Any denial of access to the Protected Health Information requested shall be the responsibility of Employer.
7. **Amendment and Incorporation of Amendments.** Within ten (10) days of receipt of a request from Employer for the amendment of an individual's Protected Health Information or a record regarding an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), TPA shall provide such information to Employer for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.508.
8. **Disputed Information.** For PHI that is the subject of a disputed amendment, TPA shall take such action as are specified by the Employer to identify in the Designated Record Set the disputed PHI and either append or otherwise link to the Designated Record Set the individual's request for amendment, the Employer's denial of the request, the individual's statement of disagreement, if any, and the Employer's



submitted to the individual's statement of disagreement, if any (collectively the "the Disputed Information"). The Disputed Information, or an accurate summary thereof, shall accompany all subsequent disclosure by TPA or PHI that is subject of a disputed amount.

9. **Provide Accounting.** Within ten (10) days of notice by Employer to TPA that it has received a request for an accounting of disclosures of Protected Health Information regarding an Individual during the six (6) years prior to the date on which the accounting was requested, TPA shall make available to Employer such information as is in TPA's possession and is required for Employer to make the accounting required by 46 C.F.R. § 164.528. At a minimum, TPA shall provide Employer with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes a brief explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to TPA, TPA shall within two (2) days forward such request to Employer. It shall be Employer's responsibility to prepare and deliver any such accounting requested. TPA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
10. **Disposition of PHI.** The parties agree that the return or destruction of PHI (received from, or created or received by TPA on behalf of, Employer) is not feasible and that such PHI must be retained by TPA for further audits. TPA will extend the protections provided by this Schedule to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI unfeasible.
11. **Requested Restrictions.** The Employer will not provide to TPA any PHI that is subject to any arrangement, permitted or required of the Employer that may impact in any manner the use or disclosure of PHI by TPA under this Agreement including but not limited to any restriction on the use or disclosure of PHI as provided in 45 C.F.R. § 164.522 and agreed to by the Employer.
12. **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of TPA services contemplated by this Agreement, and thereafter if and to the extent, and so long as, required by law, TPA shall make available to the Secretary, after five (5) days written request, this Agreement and all other books, documents and records relating to the use or disclosure of Protected Health Information received from, or created or received by TPA on behalf of Employer.
- a. In all events, TPA shall immediately notify Employer upon receipt by TPA of any such request for this Agreement and any other books, documents, and records, and shall provide Employer with copies of any such materials.
- b. Nothing contained in this Section is intended to or shall constitute a waiver of Employer's or TPA's attorney-client privilege, the attorney work product doctrine, or any other statutory or other protection afforded clients of lawyers.
- c. Employer and TPA do not intend to make any private individual or entity or the Secretary, the United States Comptroller General, or any other governmental agencies or parties a third-party beneficiary of this Agreement. The parties specifically intend that the Secretary shall not be a third-party beneficiary and shall have no contractual rights or powers to enforce this Agreement.
- d. Any inspection of TPA's books and documents pursuant to this Section shall take place at a location selected by TPA that is reasonably convenient to the Secretary or Employer. In no event shall the Secretary or Employer have unrestricted access to the books and records of TPA; it instead being the intent of the parties that the Secretary or Employer may request information, and, if TPA determines that such information is required to be produced pursuant to the Agreement and is responsive, TPA will furnish the information to the Secretary or Employer for review and inspection.
- e. Notwithstanding anything herein to the contrary, Employer acknowledges and agrees that TPA may store, analyze, access, and use de-identified information derived from Protected Health

Information, provided none of such information contains individually identifiable Health Information, and further provided that any such use is then consistent with applicable law.

**D. Employer and Plan to Inform TPA of Privacy Practices and Restrictions**

1. Employer and Plan shall provide TPA with the notice of privacy practices that Employer and Plan produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
2. Employer and Plan shall provide TPA with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect TPA's permitted or required uses or disclosures.
2. Employer and Plan shall notify TPA of any restriction to the use or disclosure of Protected Health Information that Employer and Plan has agreed to in accordance with 45 C.F.R. § 164.522.

**F. Trading Partner Requirements.**

1. **No Changes.** For Protected Health Information, the parties will not change any definition, data condition, or use of a data element or segment in a standard adopted pursuant to the Transaction Standard Regulation.
2. **No Additions.** For Protected Health Information, the parties will not add any data elements or segments to the maximum defined data set used for a standard adopted pursuant to the Transaction Standard Regulation.
3. **No Unauthorized Uses.** For Protected Health Information, the parties will not use any code or data elements that are either marked "not used" or that are not in the implementation specifications for a standard adopted pursuant to the Transaction Standard Regulation.
4. **No Changes to Meaning or Intent.** For Protected Health Information, the parties will not change the meaning or intent of any implementation specifications for a standard adopted pursuant to the Transaction Standard Regulation.

**F. Breach.** If TPA breaches a provision of this Article that is not curable within the time provided for elsewhere in this Agreement, the parties shall, in good faith, negotiate a reasonable cure period for TPA to remedy its breach. If such breach is not curable, the parties will negotiate in good faith for thirty (30) days to develop safeguards to ensure that a subsequent breach of this Article does not occur. If the parties are unable to cure the breach or develop acceptable safeguards following negotiations for such specified time, Employer and Plan may terminate this Agreement in accordance with the termination provisions of this Agreement.

**G. Termination and Return of Information.** Upon the termination of this Agreement, TPA agrees to return or destroy all Protected Health Information received from, or created or received by, TPA on behalf of Employer and Plan. TPA agrees not to retain any copies of the Protected Health Information after the termination of this Agreement. If return or destruction of the Protected Health Information is not possible, TPA agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure.

**H. HIPAA Indemnity.** In no event is or shall TPA be construed to be an indemnitor of compliance with the HIPAA Privacy Regulations, under the terms of this Agreement, or otherwise.

**I. New Laws and Amendments.** The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations governing Protected Health Information, including without limitation regulations promulgated pursuant to HIPAA.

SCHEDULE "D"  
BUSINESS ASSOCIATES

Please identify below the Business Associates with whom the Employer desires to share protected health information effective May 1, 2008 to April 30, 2008:

TPA/Name: Benefit Administrators, Inc.  
P O BOX 21303  
Columbia, SC 29221

Utilization Review Company

Name: MedWatch  
P O Box 952879  
Lake Mary, FL 32795

Broker

Name: Benefit Controls  
PO Box 6608  
Greenville, SC 29606

Stop Loss Carrier

Name: American National  
P O Box 952879  
Lake Mary, FL 32795

Managing General Underwriter

Name: Alliance Underwriters  
P O Box 952679  
Lake Mary, FL 32795

PPO

Name: MedCost  
P O Box 25347  
Winston-Salem, NC 27114

PBM

Name: Catalyst Rx  
P.O. Box 60129  
Charlotte, NC 28269

Type of Personal Health Information Shared

Please check all that apply:

Medical Claims Data

Pharmacy Claims Data

Underwriting Information

Employer Census

Other: \_\_\_\_\_

Other: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

Dunes County a government entity on behalf of the  
Plan as set forth in this Agreement.

Benefit Administrators, Inc.,  
a South Carolina Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature & Title  
"On behalf of the PLAN"

By: [Signature] Date: 5/20/08  
Signature & Title  
"TPA"

| Boards & Commissions                                               | Meeting Date to Appear | George Blanchard                                                                                                                                                         | Tommy Crumpton           | Mario Suarez     | Marion Lyles              | Frank Ables      | Delegation Office | Other                                            |
|--------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------|---------------------------|------------------|-------------------|--------------------------------------------------|
|                                                                    |                        | District I                                                                                                                                                               | District II              | District III     | District IV               | District V       |                   |                                                  |
| Aeronautics Commission                                             | January 2012           | Paul Mack                                                                                                                                                                | Dan Suddeth              | Thomas Luke      | Wayne Kroleffter          | Fred Golden      | Robert Edwards    |                                                  |
| Anderson-Oconee Behavioral Health Services Commission              | May 2011               | ORD 83-06 - Terms = 3 yrs. re-appointed 5/6/08; Harold Alley, Wanca Long, Joan Black, Jeré DuBois, Fred Hamilton, Billie Welsh, Robert Blessingame                       |                          |                  |                           |                  |                   |                                                  |
| Arts & Historical Commission                                       | March 2010             | Rick Bertha                                                                                                                                                              | Luther Lyle              | Al Robinson      | Barbara Waters            | Henry Richardson |                   | At Large: 2010; Jerry Bagwell & 2012/5/18 Debate |
|                                                                    |                        | N/A                                                                                                                                                                      | N/A                      | N/A              | N/A                       | N/A              | Board Full        |                                                  |
| ATAX Committee                                                     | 06-08                  | Barbara Laughter, Doyle Burton                                                                                                                                           | Gen McSwain, Ginger Pope |                  | Gerald Foster, Glen Aboof |                  | Journé Blake      | Not by District, by Industry                     |
| Building Codes Appeal Board                                        | January 2011           | Roger Mize                                                                                                                                                               | Neal Workman             | Sam Shaw         | Vinson Smith              | Forest Fuller    |                   |                                                  |
|                                                                    |                        | N/A                                                                                                                                                                      | N/A                      | N/A              | N/A                       | N/A              | Board Full        |                                                  |
| Economic Development Commission                                    | 11-08                  | Kim Alexander                                                                                                                                                            | Harold Gibson            | Hank Field       | Sam Dickson               | Buddy G. Henning |                   |                                                  |
| Emergency Services Commission                                      | 06-08                  | Roger Garst                                                                                                                                                              | Jess Novell              | Heatherington    | Nick Williams             | VACANT           |                   |                                                  |
|                                                                    | August 2009            | 2009: Larry Harden, Dewitt Mize, Chris Smith, Richard Timms, Charles Bobby Williams                                                                                      |                          |                  |                           |                  |                   |                                                  |
| Firemen's Insurance & Inspection Fund Board                        |                        | GC Appt 3; Economic Development Director + two - at present = Art Holbrooks/Planning, Brad Norton/County Attorney                                                        |                          |                  |                           |                  |                   |                                                  |
| Infrastructure Advisory Commission **                              | N/A                    | All Members elected to 4-yr term in November General Election                                                                                                            |                          |                  |                           |                  |                   |                                                  |
| Keowee Fire Tax District Commission                                |                        | 2009: John Adams, Carol Baumgartner, Frank Montague, Judy Gaulin, Raymond Morrison, Bill Kennedy, Vicki Miller, Paul Johnson, Hector Torres [3=4 yr terms, 4=2 yr terms] |                          |                  |                           |                  |                   |                                                  |
| Library Board                                                      | July 2009              | Carmille Terry                                                                                                                                                           | Vacant                   | Wayne Frady      | Michal Spelman            | John Carter      |                   |                                                  |
| Parks, Recreation & Tourism Commission                             | 11-08                  |                                                                                                                                                                          |                          |                  |                           |                  |                   | 2011: Bering George                              |
| Planning Commission                                                | April 2009             | William Nelson                                                                                                                                                           | Randy Abbott             | Bill Ewalt       | Tommy Abbott              | Ryan Honea       |                   | 2011: Rex Ramsay / Howard Moore                  |
|                                                                    | N/A                    | N/A                                                                                                                                                                      | N/A                      | N/A              | N/A                       | N/A              |                   | 2009: Marion Lyles                               |
| SC ACOG Board                                                      |                        | Council will no longer appoint - Oconee Joint Regional Sewer Authority [OJRSA]                                                                                           |                          |                  |                           |                  |                   |                                                  |
| Sewer Commission                                                   |                        | Council will no longer appoint - Oconee Joint Regional Sewer Authority [OJRSA]                                                                                           |                          |                  |                           |                  |                   |                                                  |
| Zoning Board of Appeals                                            | January 2012           | Gary Winters                                                                                                                                                             | Sammy Lee                | Gary Littlefield | Clark Wilmont             | Eric Morin       |                   | At Large: 2012; Berry Nicholas & Paul Skerkert   |
| ** Infrastructure Advisory Commission members serve until replaced |                        |                                                                                                                                                                          |                          |                  |                           |                  |                   |                                                  |
| Council does not appoint this Board/Commission                     |                        |                                                                                                                                                                          |                          |                  |                           |                  |                   |                                                  |
| OPEN SEAT for this Board/Commission                                |                        |                                                                                                                                                                          |                          |                  |                           |                  |                   |                                                  |
| PAST DUE APPOINTMENT for Board/Commission                          |                        |                                                                                                                                                                          |                          |                  |                           |                  |                   |                                                  |





## ACCOMMODATIONS TAX ADVISORY COMMITTEE

[7 Members – Majority from Hospitality Industry – 2 Lodging – 1 Cultural Org.]

FYI: Terms listed below have been verified with Committee Chairwoman for accuracy [5/2008]

|                                                                                                                                                                            | <u>TERM:</u> | <u>DATE<br/>APPOINTED:</u> | <u>TERM<br/>EXPIRES:</u> | <u>CATEGORY:</u>   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|--------------------------|--------------------|
| Gerri McSwain<br>335 Ferowood Drive<br>Salem, SC 29676<br>944-1474<br><a href="mailto:egllakeside@aol.com">egllakeside@aol.com</a>                                         | 3 yrs        |                            | June 2009                | Cultural           |
| Barbara Laughter<br>604 Riverglen Ct.<br>Salem, S. C. 29676<br>944-0386<br><a href="mailto:sammys-mom@hotmail.com">sammys-mom@hotmail.com</a>                              | 3 yrs        |                            | June 2008                | At Large           |
| FYI: Ms. Laughter would like to be reappointed and the chairwoman and PRT Director recommend reappointment                                                                 |              |                            |                          |                    |
| Gerald Foster<br>c/o The Fishing Hole<br>1600 Shiloh Rd.<br>Seneca, SC 29678<br>654-9315 <i>Work</i> / 972-3935 <i>Home</i>                                                | 3 yrs        |                            | June 2010                | Hospitality/Retail |
| Ginger Pope<br>401 W. Quincey Drive<br>Seneca, SC 29678<br>885-9255 / 888-1110<br><a href="mailto:gingcratpatina@yahoo.com">gingcratpatina@yahoo.com</a>                   | 3 yrs        |                            | June 2009                | Hospitality/Retail |
| FYI: MS. POPE HAS SOLD BUSINESS AND IS MOVING TO NC BY END OF YEAR                                                                                                         |              |                            |                          |                    |
| Joanne Blake<br>Magnolia Manor<br>207 Westminster Hwy.<br>Westminster, SC 29693                                                                                            | 3 yrs        | March 18, 2008             | June 2011                | Lodging            |
| Doyle Burton<br>150 Whispering Wind Trail<br>Long Creek, SC 29658<br>654-1130 <i>Work</i> / 647-0188 <i>Home</i><br><a href="mailto:burtondo@aol.com">burtondo@aol.com</a> | 3 yrs        |                            | June 2008                | Lodging            |
| FYI: Mr. Burton would like to be reappointed and the chairwoman and PRT Director recommend reappointment                                                                   |              |                            |                          |                    |
| Glenn Abbott<br>1501 W. Little River Drive<br>Seneca, SC 29672<br>864-888-3206 / 864-247-3731 (Cell)<br><a href="mailto:gabon@bellsouth.net">gabon@bellsouth.net</a>       | 3 yrs        |                            | June 2010                | At Large           |



**ARTICLE III. ACCOMMODATIONS TAX\***

**\*State law references:** Authority to impose by ordinances a local accommodations tax, S.C. Code 1976, § 8-1-520 et seq., tax on accommodations for transients, S.C. Code 1976, § 12-35-920.

**DIVISION 1. GENERALLY****Sec. 30-81. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accommodations* is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accommodations furnished to transients by a hotel, inn, tourist court, tourist camp, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accommodations are furnished to transients for consideration within the county. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplies to the same person or persons for a period of ninety (90) continuous days or more are not considered proceeds from transients.

*County of Oconee and Cocono County* means the county and all of the properties within geographical boundaries of the county.

*Local accommodations tax* means a tax on the gross proceeds derived from the rental or charges for accommodations furnished to transients and which is imposed on every person engaged or continuing within the jurisdiction of the imposing local governmental body in the business of furnishing accommodations to transients for consideration.

*Positive majority* means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the day of the final vote on the imposition is required.

(Ord. No. 2002-14, § 1, 11-12-2002; Ord. No. 2007-12, § 1, 7-17-2007)

**Cross references:** Definitions generally, § 1-2.

**Sec. 30-82. Imposed rates.**

A uniform tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any accommodation within the county. Within the boundaries of a municipality, the local accommodations tax shall be 1 1/2 percent unless the municipality, by resolution, consents to the three percent accommodations tax.

(Ord. No. 2002-14, § 2, 11-12-2002; Ord. No. 2007-12, § 2, 7-17-2007)

\***Cross references:** Boards, commissions and committees, § 2-241 et seq.

**State law references:** County to appoint an accommodations tax advisory committee, S.C. Code 1976, § 6-4-25.

### **Sec. 30-111. Purpose of division.**

The purpose of this division shall be to create and provide for an advisory committee for the purpose of advising the county council concerning the distribution of revenues received by the county and generated from the accommodations tax.

(Ord. No. 1998-01, § III, 3-3-1998)

**State law references:** Use of revenue from local accommodations tax; S.C. Code 1976, § 6-1-530.

### **Sec. 30-112. Membership and functions.**

(a) *Generally.* Upon the effective date of the ordinance from which this division is derived, the county accommodations tax advisory committee shall be reorganized and reconstituted as set forth in this section. Members of the committee shall be appointed by the county council in session, duly assembled. The advisory committee shall consist of seven members with a majority being selected from the hospitality industry of the county. At least two of the hospitality industry members shall be from the lodging industry. One member shall represent the cultural organizations of the county. Membership of the committee shall be representative of all areas of the county with a majority of the membership coming from no one area. Each member shall serve a term of three years, except that the initial term of four members shall be for a period of two years, with the initial term of the remaining three members to be for a period of three years, and thereafter, all members shall serve for a three-year term or until their successors in office are duly appointed. No member shall vote on any matter in which he has an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

(b) *Removal of members.* Members of the committee may be removed at any time by a majority of the county council for cause. If any member shall fail to attend 50 percent of the regularly scheduled meetings within a period of 12 calendar months, such member shall be deemed to have resigned his position and may be replaced without notice by action of the county council; provided, however, that if such absences are excused by the chair of the committee and/or the chief administrative officer, then this subsection may be waived.

(c) *Function and duties of the committee.* The advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines shall include the requirements for application for funds from dues generated by the accommodation tax and to be distributed by the county. The advisory committee shall submit written recommendations to the county council concerning the expenditure of such funds at least once annually. The advisory committee shall have such responsibilities and duties as are more fully set forth in S.C. Code 1976, § 6-4-25. There shall be a limitation of allocations made pursuant to this division of \$10,000.00 per request for any organization or entity which is not audited annually by an independent certified public accountant and \$25,000.00 per request for any organization or entity which is audited annually by an independent certified public accountant, provided, however, that such audits are provided to and deemed acceptable by the advisory committee. This requirement may be waived by a majority vote of the county council given in session, duly assembled, for a good cause. All acts of the advisory committee involving the expenditure of funds and other matters

shall be subject to review and approval by the county council.

(c) *Compensation.* Members of the advisory committee shall serve without compensation, but shall be entitled to be reimbursed according to the county reimbursement policy, per diem for travel outside of the county when the same is necessary in the furtherance of the committee's business and that of the county council upon prior approval of the county council.

(e) *Organization.* The advisory committee shall meet as often as is necessary and shall enact its own bylaws governing the conduct of its meetings. From its own number, to serve a term of one year, the committee shall select a chair and such other officers as the committee deems necessary and appropriate. All officers, including the chair, shall have the right to vote on any question coming before the advisory committee. All officers may be reelected to serve successive terms during their membership.

(Ord. No. 1998-01, § IV, 3-3-1998)

Secs 30-113-30-140. Reserved.





Oconee County  
Rock Quarry

Memorandum

*Becker  
Please place in  
repackage as  
info. (D)*

Date: January 25, 2008

To: Mr. Dale Surrett, Oconee County Administrator

From: Rick Martin, Oconee County Rock Quarry Manager. (D)

Subject: Mine Safety Health Administration (MSHA) Inspection

Dear Sirs:

A Mine Safety Health Administration (MSHA) inspector conducted an unannounced safety inspection of the mine site, equipment, personnel and an audit of records on May 20 and 21, 2008. There were two (2) citations issued. The conditions that resulted in this action and the corrective measures taken are as follows:

**Citation Order #6116438:** The 3/4" conduit inside the old shop feeding the main disconnect panel in the old break room had an opening approximately 1" in diameter in the bottom side of the "T" junction box, (approximately 10 feet off the ground) exposing the live conductors inside. Inspection plates and covers shall be kept in place at all times except during testing or repairs.

**Action to Terminate:** A cover plate was installed covering the opening on the same day.

**Citation Order #6116439:** The portable heater located in the locker room of the old shop had the outer insulating jacket damaged exposing the electrical conductors inside to mechanical damage. Electrical conductors exposed to mechanical damage shall be protected.

**Action to Terminate:** The heater was trashed and removed from the property.

Oconee County Rock Quarry  
686 Rick Crusher Road  
Walhalla, SC 29691

Phone: 864-638-4249  
Fax: 864-638-4215

E-mail:  
quarry@oconee.org







## Section I - Violation Data

|                                         |                                |                                         |
|-----------------------------------------|--------------------------------|-----------------------------------------|
| 1. Date<br>Mo Da Yr<br>05/28/2008       | 2. Time (24 Hr. Clock)<br>1405 | 3. Citation/<br>Order Number<br>6116439 |
| Served To<br>Rick Martin, Plant Manager |                                | 5. Operator<br>OCONEE COUNTY            |
| 6. Mine<br>OCONEE ROCK QUARRY           |                                | 7. Mine ID<br>38-00230                  |
| 8. Condition or Practice                |                                | (Connector)                             |

8a. Written Notice (103g)

The portable heater located in the locker room of the old shop had the outer insulating jacket damaged exposing the electrical conductors inside to mechanical damage. Electrical conductors exposed to mechanical damage shall be protected.

|              |                                                                                                         |                      |                                    |                                                    |
|--------------|---------------------------------------------------------------------------------------------------------|----------------------|------------------------------------|----------------------------------------------------|
| 9. Violation | A. Health <input type="checkbox"/><br>Safety <input type="checkbox"/><br>Other <input type="checkbox"/> | B. Section<br>of Act | C. Part/Section of<br>Title 30 CFR | Sec. Citation Form (MSHA Form 7000-3a)<br>56.12004 |
|--------------|---------------------------------------------------------------------------------------------------------|----------------------|------------------------------------|----------------------------------------------------|

## Section II - Inspector's Evaluation

|                             |                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                          |                                                                                                                |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 10. Gravity:                | A. Injury or illness (has) (is):<br>No (unlikely) <input type="checkbox"/> Unlikely <input checked="" type="checkbox"/> Reasonably Likely <input type="checkbox"/> Highly Likely <input type="checkbox"/> Occurred <input type="checkbox"/> | B. Injury or illness could reasonably be expected to be:<br>No Lost Workdays <input type="checkbox"/> Lost Workdays Or Restricted Duty <input type="checkbox"/> Permanently disabling <input type="checkbox"/> Fatal <input checked="" type="checkbox"/> | D. Number of Persons Affected:<br>001                                                                          |
| 11. Negligence (check one): | A. None <input type="checkbox"/> B. Low <input checked="" type="checkbox"/> C. Moderate <input type="checkbox"/> D. High <input type="checkbox"/> E. Reckless Disregard <input type="checkbox"/>                                            | Significant and Substantial:<br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                                                                                      |                                                                                                                |
| 12. Type of Action          | 104a                                                                                                                                                                                                                                        | 13. Type of Issuance (check one):                                                                                                                                                                                                                        | Citation <input checked="" type="checkbox"/> Order <input type="checkbox"/> Safeguard <input type="checkbox"/> |
| 14. Infringement:           | A. Citation <input type="checkbox"/> B. Order <input type="checkbox"/> C. Safeguard <input type="checkbox"/> D. Written Notice <input type="checkbox"/>                                                                                     | E. Citation/<br>Order Number                                                                                                                                                                                                                             | F. Date:<br>Mo Da Yr                                                                                           |
| 15. Area or Equipment       |                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                          |                                                                                                                |

|                      |                                   |                                |
|----------------------|-----------------------------------|--------------------------------|
| 16. Termination Date | A. Date<br>Mo Da Yr<br>05/20/2008 | B. Time (24 Hr. Clock)<br>1500 |
|----------------------|-----------------------------------|--------------------------------|

## Section III - Termination Action

|                         |                                                       |
|-------------------------|-------------------------------------------------------|
| 17. Action to Terminate | The heater was trashed and removed from the property. |
|-------------------------|-------------------------------------------------------|

|                |                                   |                                |
|----------------|-----------------------------------|--------------------------------|
| 18. Terminated | A. Date<br>Mo Da Yr<br>05/20/2008 | B. Time (24 Hr. Clock)<br>1410 |
|----------------|-----------------------------------|--------------------------------|

## Section IV - Automated System Data

|                                           |                       |                             |                          |
|-------------------------------------------|-----------------------|-----------------------------|--------------------------|
| 19. Type of Inspection<br>(activity code) | E01                   | 20. Event Number<br>0926746 | 21. Primary or Mill<br>P |
| 22. Signature<br><i>Richard A. P...</i>   | 23. AR Number<br>4315 |                             |                          |

MSHA Form 7000-3, Mar. 85 (revised). In accordance with the provisions of the Small Business Regulatory Enforcement Fairness Act of 1996, the Small Business Administration has established a National Small Business and Agriculture Regulatory Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about Federal agency enforcement actions. The Ombudsman annually evaluates enforcement activities and rates each agency's responsiveness to small business. If you wish to comment on the enforcement actions of MSHA, you may call 1-888-REG-FAIR (1-888-734-3147), or write the Ombudsman at Small Business Administration, Office of the National Ombudsman, 408 3rd Street, SW, MC 2-25, Washington, DC 20418. Please note, however, that your right to file a comment with the Ombudsman is in addition to any other rights you may have, including the right to contest citations and proposed penalties and obtain a hearing before the Federal Mine Safety and Health Review Commission.





Section I - Violation Data

|                                         |                                |                                     |
|-----------------------------------------|--------------------------------|-------------------------------------|
| 1. Date<br>Mo Da Yr<br>05/20/2008       | 2. Time (24 Hr. Clock)<br>1355 | 3. Citation/Order Number<br>6116438 |
| Serves To<br>Rick Martin, Plant Manager |                                | 4. Operator<br>OCONEE COUNTY        |
| 5. Mine<br>OCONEE ROCK QUARRY           |                                | 7. Mine ID<br>38-00230              |
| 6. Condition or Practice                |                                | 8a. Written Notice (103g)           |

The 3/4" conduit inside the old shop feeding the main disconnect panel in the old break room had an opening approximately 1" in diameter in the bottom side of the "T" junction box exposing the live conductors inside. Inspection plates and covers shall be kept in place at all times except during testing or repairs.

See Continuation Form (MSHA Form 7000-34)

|              |                                                                                                         |                   |                                             |
|--------------|---------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------|
| 9. Violation | A. Health <input type="checkbox"/><br>Safety <input type="checkbox"/><br>Other <input type="checkbox"/> | B. Section of Act | C. Part/Section of Title 30 CFR<br>56.12032 |
|--------------|---------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------|

Section II - Inspector's Evaluation

10. Gravity

A. Injury or illness (has) (is)  No Likelihood  Unlikely  Reasonably Likely  Highly Likely  Occurred

B. Injury or illness could reasonably be expected to be:  No Lost Workdays  Lost Workdays Or Restricted Duty  Permanently disabling  Fatal

C. Significant and Substantial  Yes  No

D. Number of Persons Affected: 001

11. Negligence (check one) A. None  B. Low  C. Moderate  D. High  E. Reckless Disregard

12. Type of Action 104a

13. Type of Issuance (check one) Citation  Order  Safeguard

14. Initial Action A. Citation  B. Order  C. Safeguard  D. Written Notice

E. Citation/Order Number

F. Dated Mo Da Yr

15. Area or Equipment

|                     |                                   |                                |
|---------------------|-----------------------------------|--------------------------------|
| 16. Termination Due | A. Date<br>Mo Da Yr<br>05/20/2008 | B. Time (24 Hr. Clock)<br>1500 |
|---------------------|-----------------------------------|--------------------------------|

Section III - Termination Action

17. Action to Terminate A cover plate was installed covering the opening.

|                |                                   |                                |
|----------------|-----------------------------------|--------------------------------|
| 18. Terminated | A. Date<br>Mo Da Yr<br>05/20/2008 | B. Time (24 Hr. Clock)<br>1430 |
|----------------|-----------------------------------|--------------------------------|

Section IV - Automated System Data

|                                               |                             |                          |
|-----------------------------------------------|-----------------------------|--------------------------|
| 19. Type of Inspection (activity code)<br>EU1 | 20. Event Number<br>0926746 | 21. Primary or Mill<br>P |
| 22. Signature<br><i>Harold A. P.</i>          | 23. AR Number<br>4315       |                          |

MSHA Form 7000-3 (Rev. 05/95) (revised) In accordance with the provisions of the Small Business Regulatory Enforcement Fairness Act of 1996, the Small Business Administration has created a National Small Business and Agriculture Regulatory Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency action. The Ombudsman annually evaluates administrative activities and rates each agency's responsiveness to small businesses. If you wish to comment on this enforcement action of MSHA, you may call 1-888-REG-FAIR (1-888-734-3247), or write the Ombudsman at Small Business Administration, Office of the National Ombudsman, 430 3rd Street, SW, MC 2120, Washington, DC 20416. Please note, however, that your right to file a comment with the Ombudsman is in addition to any other rights you may have, including the right to contest citations and proposed penalties and obtain a hearing before the Federal Mine Safety and Health Review Commission.

